

12-05-2000

FORM PTO-1595

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101540149

Handwritten initials and date: mlp 11-18-00

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): CROSSWORLDS SOFTWARE, INC. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: HG150
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: June 30, 2000	Street Address: 3003 Tasman Drive City: Santa Clara State: CA ZIP: 95054 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No

4. Application number(s) or trademark number(s): If this document is being filed together with a new application, the execution date of the application is:	
A. Trademark Application No.(s)	B. Trademark No.(s)
See Exhibit "C" attached	See Exhibit "C" attached
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HG150	6. Total number of applications and trademark involved: 9 7. Total fee (37 CFR 3.41): \$240.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account
Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054	8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jacquelyn Le _____
 Name of Person Signing Signature

 Date

Total number of pages comprising cover sheet:

OMB No 0651-0011 (exp 4/94)

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
Design Only	75-906,697		
United Application Architecture	75-510,024		
UAA	75-496,256		
CrossWorlds Software	75-368,034		
Crossworld	75-261,549		
Crossworld	74-679,966		
Crossworlds Software	75-368,034		
Crossroads	75-122,201	2,256,216	
Crossroads	74-316,949	1,832,015	

AMENDED & RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of June 30, 2000 by and between SILICON VALLEY BANK ("Bank") and CROSSWORLDS SOFTWARE, INC. ("Grantor").

RECITALS

A. Bank and Grantor are parties to that certain Loan and Security Agreement dated December 10, 1996, as amended by that certain First Amendment to Loan and Security Agreement dated September 29, 1997, that certain Second Amendment to Loan and Security Agreement dated October 28, 1998, and various Loan Modification Agreements, among other documents, (collectively, as so amended, the "Original Agreement").

B. Bank has made and has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in the Original Agreement and in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of August __, 2000 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Original Agreement and the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

D. Bank and Grantor are parties to that certain Intellectual Property Security Agreement dated as of October 28, 1998 ("Existing IP Security Agreement"). Grantor and Bank desire in this Agreement amend and restate in its entirety without novation the Existing IP Security Agreement in accordance with the provisions hereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

Grantor acknowledges and reaffirms Bank's existing security interest created pursuant to the Existing IP Security Agreement as security for all Obligations and performance of each of Borrower's duties under the Loan Agreement and the Loan Documents.

To secure its Obligations under the Loan Agreement and the Loan Documents, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or

remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

CrossWorlds Software, Inc.
577 Airport Blvd.
Burlingame, CA 94010

Attn: _____

GRANTOR:

CROSSWORLDS SOFTWARE, INC

By: 

Title: Chief Financial officer

BANK:

SILICON VALLEY BANK

By: 

Title: V.P.

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT "B"

PATENTS

<u>PATENT DESCRIPTION</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
E/Modular application collaboration including filtering at the source and proxy execution of compensating transactions to conserve server resources	6,094,688		
E/Method and system for maintaining reserve command relationships in a fibre channel network	6,138,161		
E/Fibre channel to SCSI addressing method and system	6,041,381		
M/Storage router and method for providing virtual local storage	5,941,972		
E/Modular application collaboration	5,913,061		

EXHIBIT "C"

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Crossworld	74-679,966		
Crossworlds Software	75-368,034		
Crossroads	75-122,201	2,256,216	
Crossroads	74-316,949	1,832,015	

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date