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12-13-2000



FORM PTO-1594
(Rev 5-93)

101548151

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

<p>1. Name of conveying party(ies): DEVX.COM, INC.</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: DELAWARE</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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</p> <p>Execution Date: August 4, 2000</p>	<p>2. Name and address of receiving party(ies): Name: IMPERIAL BANK Address: 226 AIRPORT PARKWAY City: SAN JOSE State: WA Zip: 95110-1024</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other: a California chartered bank</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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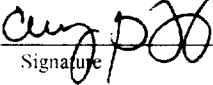
4. Application number(s) or trademark number(s):			
A. Trademark Application No.(s)	75/276,204	75/834,305	75/116,741
75/859,749			
B. Trademark Registration No.(s)		2,069,142	2,210,911
		2,143,418	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Evelyn G. Santiago Internal Address: GRAY CARY WARE & FREIDENRICH 400 Hamilton Avenue Palo Alto, California 94301</p>	<p>6. Total number of applications and registrations involved: 7</p> <hr/> <p>7. Total fee (37 CFR 3.41) \$ 190.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <hr/> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Evelyn G. Santiago		December 12, 2000
Name of Person Signing	Signature	Date

Total number of pages comprising cover sheet: {9}

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

LE 11/2000 046076* 0000 50 752762 4
 01 148
 02 1482

PA10102515.1
1090371-940400

TRADEMARK
REEL: 002193 FRAME: 0266

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 4, 2000 by and between IMPERIAL BANK ("Bank") and DEVX.COM, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank 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 that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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).

B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of 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.

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 and Trademarks listed on Exhibits A, B and C 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement shall become effective on the date hereof and subject to Section 12.7 of the Loan Agreement, shall continue in full force and effect for a term ending on the Equipment Maturity Date, as defined in

the Loan Agreement. Notwithstanding termination, Bank's lien on the Collateral shall remain in effect for so long as any Obligations under the Loan Agreement are outstanding.

IN WITNESS WHEREOF, the parties have caused 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:

255 Lytton Avenue
Palo Alto, CA 94301

Attn: Trisha Merriam

GRANTOR:

DEVX.COM, INC.

By: 

Title: CEO

Petra Horvath

BANK:

IMPERIAL BANK

By: 

Title: VP

Address of Bank:

226 Airport Parkway
San Jose, CA 95110-1024

Attn: Corporate Banking Center

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

DevX trademarks

Trademark	First Use Date	Date Granted	Registration #	Category	Country
Project Cool	1/1/96	6/10/97	2069142 Serial # - 75-082,934, file date 4/3/96	Int. Class 42 Pending Int'l Class 9	USA
Project Cool	1/1/96	4/18/98 - first filed. 10/8/99 - six month extension for Class 9	Serial # 75/276,204 file date 4/17/97	Pending in Class 9	USA
DevSearch	6/25/97	12/15/98	2,210,911 Serial # - 75-377,356 file date 10/22/97	Int. Class 42	USA
DevX		Filed 10/27/99. Published to the OG 5/11/00.			USA, Germany, Japan, UK, Italy
DevX.com		Filed as intent-to-use 11/29/99 Published to the OG 5/23/00. Will file Stmt of use after Notice of Allowance received	SN 75-859,749	Int. Class 35, 38, 42	USA
DevXperts					
DevCircle					

The Development Exchange					
DevX Tech Tips					
DevXchange					
Application Server Zone					
ASP Zone					
C++ Zone					
DHTML Zone					
Enterprise Zone					
Java Zone					
JavaBeans					
JavaBeans Zone					
Linux Zone					
NetMeeting Zone					
Security Zone					
SQL Zone					
UML Zone					
VB Zone					
Visual Basic Zone					
XML Zone					
Viewsource		Registered			
Avatar					
CareerLink					
Barista					
Intranet Solutions					
inquiry.com					
Visual Programming ++					
VP++					
WebBuilder					
WebBuilder CD					
VBCD					
Hot Links					
Premier Club					

Sightings						
PeoplesSphere						
Ask the Pros						
windx.com						