12-29-2000

FORM PTO-1594
(Rev 5-93)

101565680

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commission ed original documents or copy thereof.

1. Name of conveying party(ies):

SEEBEYOND TECHNOLOGY CORPORATION

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation – State: CALIFORNIA
Other:

Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies):

Name: COMERICA BANK-CALIFORNIA
Address: 611 ANTON BOULEVARD, SECOND FLOOR
City: COSTA MESA State: CA Zip: 92626

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation - State:
Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of Conveyance:

[ ] Assignment [ ] Merger
[X] Security Agreement [ ] Change of Name
[ ] Other

Execution Date: December 4, 2000

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

78/005,626	78/002,369	78/002,361
76/097,928	75/960,835	75/960,834
75/904,367	75/897,727	75/897,722
75/897,286	75/894,735	75/894,361
75/768,016	75/768,008	75/767,353
75/664,354	75/605,822	75/596,206
75/596,205	75/381,461	74/627,602

B. Trademark Registration No.(s)

2,302,198	2,241,561
2,264,230	2,186,326
2,186,324	2,161,160

Additional numbers attached? [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Erin O'Brien
Internal Address: **GRAY CARY WARE & FREIDENRICH**
400 Hamilton Avenue
Palo Alto, California 94301

6 Total number of applications and registrations involved: **27**

7. Total fee (37 CFR 3.41) . . . . . **$ 690.00**
[x] Enclosed
[ ] Authorized to be charged to deposit account

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.

Erin O'Brien — Signature — December 27, 2000 Date

Erin O'Brien
Name of Person Signing

Total number of pages comprising cover sheet: [7]

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

12/28/2000 AAHMED1 00000106 78005626
01 FC:481 40.00 OP
02 FC:482 650.00 OP

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EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
B2B Bash	78/005,626	04/25/00
E*xchange	78/002,369	04/03/00
Intelligent Bridge	78/002,361	04/03/00
Taking the Challenges out of Ebusiness Integration	76/097,928	07/24/00
Ibridge	75/960,835	03/17/00
EBI	75/960,834	03/17/00
Electronic Business Optimization Software	75/904,367	01/27/00
Eboss Technologies Corporation	75/897,727	01/18/00
Universal Exchange	75/897,722	01/18/00
Hipaaware	75/897,286	01/18/00
Ebos Technologies Corporation	75/894,735	01/12/00
Ebos	75/894,361	01/11/00
Bob	75/768,016	08/03/99
E*Way	75/768,008	08/04/99
IQ	75/767,353	08/04/99
E*Gate	75/664,354	03/19/99
Proven Return on Integration	2,302,198	12/21/99
STC	75/605,822	12/15/98
STC	75/596,206	11/30/98
Proven Return on Integration	75/596,205	11/30/98
Dataload	2,241,561	04/27/99
Datagateway	75/381,461	10/29/97
STC (and design)	2,264,230	07/27/99

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Datadental	2,186,326	09/01/98
Datadental	2,186,324	09/01/98
Cybergate	74/627,602	01/31/95
Datagate	2,161,160	06/02/98

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 4, 2000 by and between COMERICA BANK-CALIFORNIA ("Bank") and SEEBEYOND TECHNOLOGY CORPORATION, a California 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 Schedules 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.

TRADEMARK
REEL: 002202 FRAME: 0493

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.

GRANTOR:

SEEBEYOND TECHNOLOGY CORPORATION

By: _____

Title: SVP & CFO

Address of Grantor:

404 E. Huntington Drive
Monrovia, CA 91016

Attn: _____

BANK:

COMERICA BANK-CALIFORNIA

By: Bonnie Kehe

Title: SVP / Regional Manager

Address of Bank:

611 Anton Boulevard, Second Floor
Costa Mesa, CA 92626

Attn: Ms. Bonnie E. Kehe

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EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
DataDental 3.1	Txu921788	10/15/99
DataGate 0.9	Txu 935613	10/15/99
DataGate 2.6	TX 3873527 Txu910501	10/15/99
DataGate 3.6.2	Txu920168	10/04/99
Universal Index 3.6.1; DataLoad 2.2; Universal Encounter 3.6.1	Txu992149	10/15/99
DataGate Alert Notifier 3.6	TX7920169	10/04/99
DataGateWays: Async/Serial DatagateWay 3.6; COM/DCOM DatagateWay 3.6: CORBA-VisiBroker DataGateWay 3.6; DART-ODBC DataGateWay 3.6.2 DART-Oracle DataGateWay 3.6.2; DART-Sybase DataGateWay 3.6.2; FTP DataGateWay 3.6; IBM-MQSeries DatagateWay 3.6; PeopleSoft Message Agent DataGateWay 3.6.2; SAP-ALE DataGateWay 3.6; SAP-EDI DataGateWay 3.6; ScreenScripter DataGateWay 3.6; TCP/IP DataGateWay 3.6; TCP/IP-HL7 DataGateWay 3.6; XML DTD Converter	Txu920170	10/04/99

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
Methods and Systems for Intelligent Queuing of Messages	PCT/US00/41737	11/01/00
Systems and Methods for Tracking and Reporting Business Process Metrics	60/192,523	03/28/00

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