

01-10-2001

FORM PTO-1594
(Rev 5-93)



COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honor

101578077

record the attached original documents or copy thereof.

1. Name of conveying party(ies):

INTRASPECT SOFTWARE

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: CALIFORNIA

Other:

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 19, 2000

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

Name: COMERICA BANK-CALIFORNIA
Address: 800 Oak Grove Avenue, MC 4297
City: Menlo Park: CA Zip: 94025

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

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

A. Trademark Application No.(s)

75/903,346 75/234,527
76/007,313

B. Trademark Registration No.(s)

2,201,945 2,200,395

Additional numbers attached? [] Yes [x] No

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

6 Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

- 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.

Evelyn G. Santiago
Name of Person Signing

Evelyn G. Santiago
Signature

January 8, 2001
Date

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

01/10/2001 AMMED1 00000002 75903346

01 FC:481 40.00 OP
02 FC:482 100.00 OP

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TRADEMARK
REEL: 002209 FRAME: 0463

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 19, 2000 by and between COMERICA BANK-CALIFORNIA ("Bank") and INTRASPECT SOFTWARE, 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.

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:

Address of Grantor:

8000 Marina Boulevard
Brisbane, CA 94005

Attn: Anurag Chandra

INTRASPECT SOFTWARE, INC.

By: 

Title: CFO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

800 Oak Grove Avenue, MC 4297
Menlo Park, CA 94025

Attn: Guy Simpson

By: 

Title: Corporate Banking Office

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

NONE

Initials
 GS

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

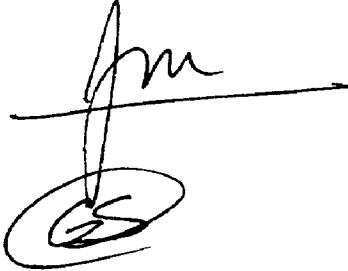
Initials The image shows handwritten initials 'Jm' written above a horizontal line. Below the line, there is a circled signature that appears to be 'ES'.

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

SEE ATTACHED

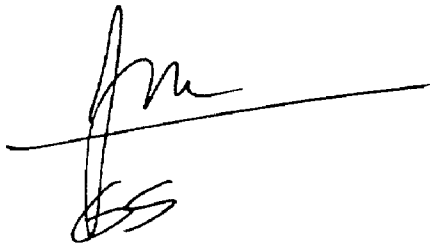
Initials 

EXHIBIT C

Country: Mark	Classes	Status	App. #	App. Dt	Reg. #	Reg. Dt
European Union	9, 35	To Be Published	1502491	02/10/2000		
C-BUSINESS	9, 16, 38, 42	Registered	646703	10/09/1997	646703	10/13/1999
INTRASPECT	9, 42	Pending Application	1532803	02/29/2000		
THE FREEDOM TO FORGET						

Country: Mark	Classes	Status	App. #	App. Dt	Reg. #	Reg. Dt
Switzerland	38	Pending Application	02562/2000	03/03/2000		
C-BUSINESS						

Country: Mark	Classes	Status	App. #	App. Dt	Reg. #	Reg. Dt
United States	38	Office Action	75/903346	01/25/2000		
C-BUSINESS	9	Registered	75/187033	10/24/1996	2201945	11/03/1998
INTRASPECT	9	Notice of Allowance	75/234527	01/31/1997		
INTRASPECT & DESIGN	9	Registered	75/234608	01/31/1997	2200395	10/27/1998
MISCELLANEOUS DESIGN	35	To Be Abandoned	76/007313	03/21/2000		
THE FREEDOM TO FORGET						

Inital