

01 - 30 - 2001



FORM PTO-1595

1-31-92

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TRADEMARKS ONLY

ET

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.

1. Name of conveying party(ies):
Confer Software, Inc. 1-22-01
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: **Silicon Valley Bank**
Internal Address: **HG150**

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **November 22, 2000**

Street Address: **3003 Tasman Drive**
City: **Santa Clara** State: **CA** ZIP: **95054**
Additional name(s) & address(es) attached? Yes 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)
75/658,564
75/658,545
75/794,168
2,060,679
2,096,905
B. Trademark No.(s)
2,274,741
75/155,303
2,070,688

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Silicon Valley Bank**
Internal Address: **Loan Documentation HG150**
Street Address: **3003 Tasman Dr.**
City: **Santa Clara** State: **Ca** ZIP: **95054**

6. Total number of applications and trademark involved:
7. Total fee (37 CFR 3.41): ...\$215.00
 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

01/29/2001 DBYRNE 00000609 75658564
9. Statement and signature. 40.00 DP
01 FC:481
02 FC:482
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.

Pia Amarillas
Name of Person Signing

Signature

1/10/01
Date

Total number of pages comprising cover sheet: 7

OMB No 0651 -0011 (exp 4/94)

TRADEMARK
REEL: 002224 FRAME: 0775

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 22, 2000 by and between SILICON VALLEY BANK ("Bank") and CONFER SOFTWARE, INC. ("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 November 22, 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.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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:

1125 Industrial Road
San Carlos, CA 94070

Attn: AL MATSUI

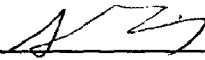
Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Christopher Wagner

GRANTOR:

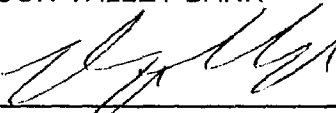
CONFER SOFTWARE, INC.

By: 

Title: President

BANK:

SILICON VALLEY BANK

By: 

Title: SVP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Exhibit to Intellectual Property Security Agreement

Patents

<u>Patent Description/Title</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Names of Inventors</u>
Apparatus and Method for a Graphic User Interface in a Medical Protocol System	12/15/98	5,850,221	Kenneth I. Macrae Annsheng C. Ting Chung-Jen Ho Ragnar W. Edholm Toshikazu Matsumoto Robert B. Sigmon, Jr. Erik Worth
Method and Apparatus for Graphical User Interface-based and Variable Result Healthcare Plan	7/28/98	5,786,816	Kenneth I. Macrae Annsheng C. Ting Chung-Jen Ho Ragnar W. Edholm Robert B. Sigmon, Jr. Toshikazu Matsumoto Robert B. Sigmon, Jr. Erik Worth
Apparatus and Method for Merging Medical Protocols	10/20/98	5,826,237	Kenneth I. Macrae Annsheng C. Ting Ragnar W. Edholm Erik Worth Robert B. Sigmon, Jr. Toshikazu Matsumoto Chung-Jen Ho
Method and Apparatus for Processing Data Across a Computer Network	03/23/99	5,886,693	Annsheng C. Ting Chung-Jen Ho
Security Monitor for Controlling Functional Access to a Computer System	3/9/99	5,881,225	Erik Worth
Graphical User Interface in a Medical Protocol System having Time Delay Rules and a Publisher's View Docket No. ARAX-010	9/15/98	09/153,829	Kenneth I. Macrae Annsheng C. Ting Chung-Jen Ho Mark S. Schroeder

"EXHIBIT C"

Trademarks

<u>Registered Trademark</u>	<u>Application Date</u>	<u>Registration No.</u>
CONFER Class: 9 Status: Filed Locator: 14621-TM1009	03/11/99	App. No. 75/658,564
CARE CHAIN MANAGEMENT Classes: 9 and 42 Status: Filed Locator: 14621-TM1013	03/11/99	App. No. 75/658,545
CONFERWEB Classes: 9 and 42 Status: Filed Locator: 14621-TM1014	09/08/99	App. No. 75/794,168
ARAXSYS Class: 9 Status: Registered Locator: 14621-TM1003	12/06/95	Reg. No. 2,060,679 Reg. Date: 05/13/97
ARAXSYS AND DESIGN (GLOBE) Class: 9 Status: Registered Locator: 14621-TM1005	04/22/96	Reg. No. 2,096,905 Reg. Date: 09/16/97
HEALTHFLOW Class: 9 Status: Allowed Locator: 14621-TM1007	08/23/96	Reg. No. 2,274,741 Reg. Date: 08/31/99
HEALTHMAIL Class: 9 Status: Allowed Locator: 14621-TM1006	08/23/96	App. No. 75/155,303
THE ARAXSYS SOLUTION Class: 9 Status: Registered Locator: 14621-TM1004	10/30/95	Reg. No. 2,070,688 Reg. Date: 06/10/97

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date