

03-21-2001



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

RECEIVED
 2001 MAR -6 PM 3:51
 ASSIGNMENT DIVISION

FOR OFFICE USE ONLY

03/20/2001 610411 00000153 75926470
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK

REEL: 002254 FRAME: 0122

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name Attn:

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75926470"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Sebastian Camua

Name of Person Signing

Signature

03/02/01

Date Signed

**SUPPLEMENT ONE
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Supplement One to Intellectual Property Security Agreement is made as of November 27, 2000 by and between VITESSA CORPORATION, which has a mailing address at 83 South King Street, Suite 800, Seattle, Washington 98104 ("Borrower"), and SAND HILL CAPITAL II, LP, which has a mailing address at 3000 Sand Hill Road, Building 2, Suite 110, Menlo Park, California 94025 ("Sand Hill").

RECITALS

A. Sand Hill and Borrower are parties to that certain Loan Agreement dated July 7, 2000 (the "Loan Agreement"). Capitalized terms used but not defined herein have the meanings ascribed thereto in the Loan Agreement

B. Sand Hill and Borrower previously entered into that certain Intellectual Property Security Agreement dated July 7, 2000 (the "Original Agreement"), which was sent for recording with the (i) U.S. Patent and Trademark Office, and the (ii) U.S. Copyright Office. The Loan Agreement, the Original Agreement and all related documents, instruments and agreements may be referred to collectively herein as the "Loan Documents".

C. To secure Borrower's obligations to Sand Hill under the Loan Documents, Borrower has agreed to assign to Sand Hill certain additional copyrights and trademarks (the "Additional Intellectual Property").

D. Borrower and Sand Hill desire to supplement the Original Agreement to make specific reference to the Additional Intellectual Property.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Schedule A of the Original Agreement is hereby supplemented by the addition of all of the trademark registrations and pending registrations, and any other intellectual property, set forth on Schedule A-1 attached hereto, so that the intellectual property covered by the Original Agreement includes, without limitation, all of the intellectual property set forth in Schedule A to the Original Agreement and all of the intellectual property set forth in Schedule A-1 hereto.

2. Schedule C of the Original Agreement is hereby supplemented by the addition of all of the software, computer programs and other works of authorship subject to United States copyright protection, and any other intellectual property, set forth on Schedule C-1 attached hereto, so that the intellectual property covered by the Original Agreement includes, without limitation, all of the intellectual property set forth in Schedule C to the Original Agreement and all of the intellectual property set forth in Schedule C-1 hereto.

3. Borrower represents and warrants that the copyright application described on Schedule C-1 hereto covers both of the following items of software which were listed on Schedule C to the Original Agreement: (1) E conductor product and documentation, and (2) Vitessa Merchant Exchange product and documentation.

4. Borrower confirms its agreement to assign, transfer, convey and grant to Sand Hill a security interest and mortgage, as security, but not as an ownership interest, in and to Borrower's entire right, title and interest in the Collateral, including, without limitation, the intellectual property set forth on Schedules A-1 and C-1 attached hereto, for purposes of securing the Obligations of Borrower to Sand Hill.

5. Borrower represents and warrants that Schedules A, B and C attached to the Original Agreement, together with Schedules A-1 and C-1 attached hereto, constitute a true and complete schedule of all United States registered and unregistered copyrights, license agreements, federal and state trademark registrations, pending registrations and applications, and all other intellectual property, owned or controlled by Borrower or licensed to Borrower.

6. Except as modified herein, all terms and conditions of the Original Agreement shall continue in full force and effect, and Borrower represents and warrants to Sand Hill that all representations and warranties set forth in the Original Agreement, as supplement hereby, are true and correct as of the date hereof. This Supplement is an integral part of the Original Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

Borrower:

VITESSA CORPORATION

By: [Signature]
Title: CFO
Name (please print):
Steven B. Coburn

Sand Hill:

SAND HILL CAPITAL II, LP

By: [Signature]
Title: PM
Name (please print):
LINDA SCHLAMADINGER

SCHEDULE A-1

TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Distributing ECommerce	75/926,470	02/23/00

SCHEDULE C-1

REGISTERED COPYRIGHTS

TITLE

REG. NO.

REG. DATE

VMX Solutions, Version 2.0