

03-28-2001

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To the Honorable Commissioner of Pat

1. Name of conveying party(ies):

Talisma Corp.

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

Name: Silicon Valley Bank

Internal Address: HA155

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

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other _____

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

Execution Date: 2/16/01

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)

B. Trademark No.(s)

75/903,722

75/904,081

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 HA155

6. Total number of applications and trademark involved: 2

7. Total fee (37 CFR 3.41):\$ 65.00

Enclosed

Authorized to be charged to deposit account

Street Address: 3003 Tasman Dr.

8. Deposit account number:

City: Santa Clara

State: Ca

ZIP: 95054

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

03/27/2001 TDI AZI 00000148 75903722

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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.

Maggie Garcia
~~Tracy Walton~~

Name of Person Signing

Maggie Garcia
Signature

Date 3/9/01

Total number of pages comprising cover sheet: 10

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 16, 2001 by and between GATX VENTURES, INC. and SILICON VALLEY BANK (each individually a "Lender" and collectively, "Lenders") and TALISMA CORP. ("Grantor").

RECITALS

A. Lenders have 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 Venture Loan and Security Agreement by and between Grantor and Lenders dated February 16, 2001 (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). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lenders 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 Lenders 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 Lenders 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 Lenders under the Loan Agreement. The rights and remedies of Lenders 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 Lenders as a matter of law or equity. Each right, power and remedy of Lenders 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 Lenders 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 Lenders, of any or all other rights, powers or remedies.

[The remainder of this page has been intentionally left blank.]

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

TALISMA CORP.

By: _____

Title: Vice President

Address of Grantor:

TALISMA CORP.
4600 Carillon Point
Kirkland, WA 98033
PH: (425) _____
Fax: (425) _____
Attention: _____

LENDERS:

GATX VENTURES, INC.

By: _____

Title: VP

Address of Lenders:

GATX VENTURES, INC.
31687 Mt. Diablo Blvd., Suite 200
Lafayette, CA 94549
PH. (925) 258-6000
Fax: (925) 258-6020
Attention: Peggy Granholdt

SILICON VALLEY BANK

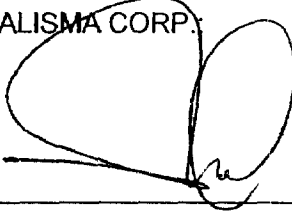
By: _____

Title: Vice President

SILICON VALLEY BANK
3003 Tasman Drive
Santa Clara, CA 95054
PH. () _____
Fax: () _____
Attention: Loan Services

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.

TALISMA CORP.



Address of Grantor:

TALISMA CORP.
4600 Carillon Point
Kirkland, WA 98033
PH: (425) _____
Fax: (425) _____
Attention: _____

By: _____

Title: Vice President

LENDERS:

GATX VENTURES, INC.

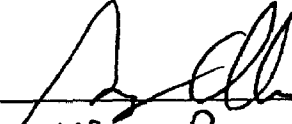
Address of Lenders:

GATX VENTURES, INC.
31687 Mt. Diablo Blvd., Suite 200
Lafayette, CA 94549
PH: (925) 258-6000
Fax: (925) 258-6020
Attention: _____

By: _____

Title: _____

SILICON VALLEY BANK



SILICON VALLEY BANK
3003 Tasman Drive
Santa Clara, CA 95054
PH: () _____
Fax: () _____
Attention: Loan Services

By: _____

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

PATENTS

US Patent Application:

Title: WEB MAIL MANAGEMENT METHOD AND SYSTEM

US Serial Number: 09/410,858

PCT Patent Application:

Title: WEB MAIL MANAGEMENT METHOD AND SYSTEM

PCT Number: PCT/US00/27000

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

**EXHIBIT C
TRADEMARKS**

MARK	COUNTRY	APPLICATION/ REGISTRATION	CLASS/GOODS/SERVICES
TALISMA	Australia	Application No. 844015	Class 9: computer software for the management of electronic customer interaction and direct marketing and promotions
TALISMA	Canada	Application No. 1069117	Class 9; Class 42
TALISMA	European Community	Application No. 1569938	Class 9; Class 42
TALISMA	Hong Kong	Application No. 16658/2000	Class 9
TALISMA	Singapore	Application No. T00/13088Z	Class 9
TALISMA	U.S.	Application No. 75/903,722	Class 9
TALISMA	U.S.	Application No. 75/904,081	Class 42

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None