

04-12-2001



101673106

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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year

Name

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

04/12/2001 DBYRNE 00000094 75745791  
01 FC:481 40.00 DP  
02 FC:482 475.00 DP

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: 002269 FRAME: 0333

**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: Sebastian Camua

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="75/745791"/>	<input type="text" value="75/700841"/>	<input type="text" value="75/624372"/>	<input type="text" value="2201807"/>	<input type="text" value="2112179"/>	<input type="text" value="2112180"/>
<input type="text" value="76/009989"/>	<input type="text" value="76/009988"/>	<input type="text" value="76/037970"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/036518"/>	<input type="text" value="76/036517"/>	<input type="text" value="76/036516"/>	<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

4/10/01

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

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

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**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)**

76/036519	76/038866	76/038363
76/174934	76/166372	76/165299
76/165627	75/712515	


INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 30, 2001 by and between SAND HILL CAPITAL II, LP ("Sand Hill") and Corechange, Inc., a Delaware corporation ("Borrower"), with reference to the following facts:

Sand Hill and Borrower are parties to that certain loan agreement of even date (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Sand Hill a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral.

NOW, THEREFORE, Borrower agrees as follows:

To secure performance of its "Obligations" as defined in the Loan Agreement, Borrower grants to Sand Hill a security interest in all of Borrower's right, title and interest in Borrower's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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).

Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all of Grantor's software, computer programs and other works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to Grantor on a non-exclusive basis), including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Grantor. Grantor shall, within 15 days after the date hereof, register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Schedules A, B and C hereto. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional patents, trademarks, software, computer programs and other works of authorship developed or acquired by Grantor from time to time hereafter (including without limitation revisions or additions to the intellectual property rights listed on such Schedules A, B and C). Grantor shall from time to time, execute and file such other instruments, and take such further actions as Sand Hill may reasonably request from time to time to perfect or continue the perfection of Sand Hill's interest in the intellectual property.

This security interest is granted in conjunction with the security interest granted to Sand Hill under the Loan Agreement. Each right, power and remedy of Sand Hill provided for herein shall not preclude the simultaneous or later exercise by Sand Hill of any or all other rights, powers or remedies.

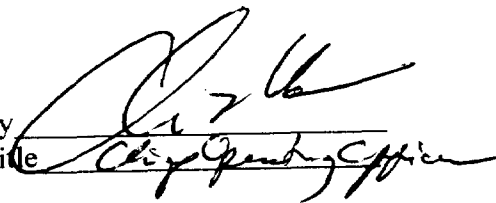
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

260 Franklin Street, Suite 1890  
Boston, MA 02110  
Attn: \_\_\_\_\_

CORECHANGE, INC.

By  
Title

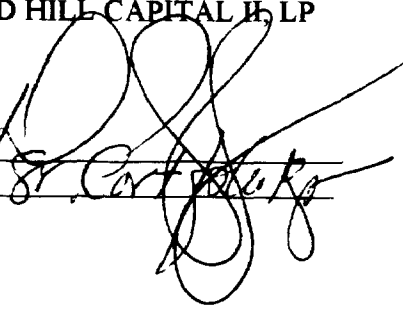
  
Chief Operating Officer

Address of Sand Hill:

3000 Sand Hill Road  
Building 2, Suite 110  
Menlo Park, CA 94025  
Attn: Robert Johnson  
Form: Version -2 7/31/00

SAND HILL CAPITAL II, LP

By  
Title

A large, stylized handwritten signature in black ink, appearing to read "Robert Johnson", is written over the "By" and "Title" labels. The signature is highly cursive and loops around the text.

SCHEDULE A

## Trademarks

<b>Mark (Type)</b>	<b>Country</b>	<b>Serial/Reg. Number</b>	<b>History</b>	<b>Notes</b>
Corechange <i>SM</i>	U.S.A.	2,201,807	Reg. Date: 11/3/98	
Corechange <i>TM</i>	U.S.A.	2,201,807	Reg. Date: 11/3/98	
Corechange <i>TM</i>	Sweden	332 335	Reg. Date: 8/13/99	
Corechange <i>TM</i>	European Union	00567495	Reg Date: 2/21/00	
Corechange Bridge <i>TM</i>	U.S.A.	2,112,179	Reg. Date: 11/11/97	
Corechange Globe <i>TM</i>	U.S.A.	2,112,180	Reg. Date: 11/11/97	
Coreport <i>TM</i>	U.S.A.	75/745791	Appl. Filed 7/8/99 First Use 5/26/99 Publ. For opposition 2/1/00 Notice of allowance 4/25/00 Statement of use 5/1/00	Pending
Coreport <i>TM</i>	European Community	1424944	Appl. Filed 12/15/99	Pending
Coreport <i>TM</i>	Norway	1999/13079	Appl. Filed 12/15/99	Pending
Coreport <i>TM</i>	Poland	Z-211070	Appl. Filed 12/15/99	Pending
Coreport <i>TM</i>	Switzerland	12030/1999	Appl. Filed 12/27/99	Pending
Coreport <i>TM</i>	Japan	11-116654	Appl. Filed 12/16/99	Pending
Coreport <i>TM</i>	Australia	817426	Appl. Filed 12/14/99	Pending
Coreport <i>TM</i>	Canada	1039696	Appl Filed 12/15/99	Pending

Mark (Type)	Country	Serial/Reg. Number	History	Notes
Corealign <i>TM</i>	U.S.A.	75/700841	Appl. Filed 5/4/99 First Use 8/16/99 PTO has accepted Amendment to Allege use	Pending
Bridge Administrator <i>TM</i>	U.S.A.	75/187815	Appl. Filed 10/25/96	Withdrawn
"			Opposition No. 114,644 by Bridge Information Systems	Settlement?
"		2,206,391	Reg. Date: 12/1/98	Reg issued inadvertently by PTO
"			Reg. Cancelled 11/22/99	Opposition still pending
Bridge Dynamic Desktop <i>TM</i>	U.S.A.	75/187811	Appl. Filed 10/25/96	Withdrawn
			Opposition No. 112,048 by Bridge Information Systems	Opposition still Pending Settlement?
WorkTop <i>TM</i>	U.S.A.	75/624372	Appl. Filed 1/21/99	Assignment docs Filed w/ PTO
WorkTop <i>TM</i>	Australia	794454	Appl. Filed 5/19/99 Reg. Date: 1/21/99	"
WorkTop <i>TM</i>	Canada	1015935	Appl. Filed 5/19/99	"
WorkTop <i>TM</i>	European Community	1179423	Appl. Filed 5/20/99	"
B2M <i>TM</i>	USA	76/009989	Appl. Filed 3/24/00 First use 4/6/00 Specimens submitted 5/22/00	In process
(B2M	European Community		Appl. Will be filed when PTO has confirmed US appl)	
(B2M	Canada			"
(B2M	Norway			"
(B2M	Poland			"
(B2M	Switzerland			"

<b>Business2Mobile TM</b>	<b>USA</b>	<b>76/009988</b>	<b>Appl. filed 3/24/00</b>	<b>In process</b>
			<b>First use</b>	
<b>Business2Mobile TM</b>	<b>Int'l</b>		<b>Appl will be filed when PTO has confirmed US appl</b>	
<b>One Platform, Any Role, Anywhere TM</b>	<b>USA</b>	<b>76/037970</b>	<b>Appl. filed 4/28/00</b>	<b>Use / submit specimens</b>
<b>Changing the ways companies connect TM</b>	<b>USA</b>	<b>76/036518</b>	<b>Appl. filed 4/28/00</b>	<b>Use / submit specimens</b>
<b>Changing the ways companies connect SM</b>	<b>USA</b>	<b>76/036517</b>	<b>Appl. filed 4/28/00</b>	<b>Use / submit specimens</b>
<b>Mobilizing Corporate America TM</b>	<b>USA</b>	<b>76/036516</b>	<b>Appl. filed 4/28/00</b>	<b>Use / submit specimens</b>
<b>Mobilizing Corporate America SM</b>	<b>USA</b>	<b>76/036519</b>	<b>Appl filed 4/28/00</b>	<b>Use / submit specimens</b>
<b>The Boston E-party SM</b>	<b>USA</b>	<b>76/038866</b>	<b>Appl. filed 5/2/00</b>	<b>Use / submit specimens</b>
<b>E-Party SM</b>	<b>USA</b>	<b>76/038363</b>	<b>Appl. filed 5/2/00</b>	<b>Use / submit specimens</b>
<b>Coreport B2M TM</b>	<b>USA</b>		<b>Application in process</b>	
<b>Coreserv TM</b>	<b>USA</b>		<b>Application in process</b>	
<b>Mobilizing Ebusiness</b>	<b>USA</b>	<b>76/174934</b>		
<b>Coreapps</b>	<b>USA</b>	<b>76/166372</b>		
<b>WAF</b>	<b>USA</b>	<b>76/165299</b>		
<b>Wireless Access Framework</b>	<b>USA</b>	<b>76/165627</b>		
<b>Oyeah</b>	<b>USA</b>	<b>75/712515</b>		



SCHEDULE B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

SCHEDULE C

## Copyrights

	<b>Country</b>	<b>Serial/Reg. Number</b>	<b>History</b>
Corechange Bridge <i>CR</i>	U.S.A.	TXu843-308	Reg. Date: 3/30/98
Corechange Globe Product Overview <i>CR</i>	U.S.A.	TX4-460-220	Reg. Date: 10/28/96
Don't Waste Time Making Money <i>CR</i>	U.S.A.	TX4-460-214	Reg. Date: 10/28/96
Don't Waste Time Making Money Promotional Piece <i>CR</i>	U.S.A.	TX4-460-213	Reg Date: 10/28/96
Corechange Bridge Packaging <i>CR</i>	U.S.A.	TX4-460-212	Reg.Date: 10/28/96
Corechange Globe Packaging <i>CR</i>	U.S.A.	TX4-460-211	Reg. Date: 10/28/96
Corechange Bridge Product Overview <i>CR</i>	U.S.A.	TX4-460-219	Reg. Date: 10/28/96
Globe Software For NT/Unix Server <i>CR</i>	U.S.A.	TX4-460-210	Reg. Date: 10/28/96
Bridge Software For NT/Unix Server <i>CR</i>	U.S.A.	TX4-460-208	Reg. Date: 10/28/96
Corechange Globe Enterprise Document Management System <i>CR</i>	U.S.A.	TX4-460-218	Reg. Date: 10/28/96
Corechange Bridge Enterprise Business Resource Management System <i>CR</i>	U.S.A.	TX4-460-215	Reg. Date: 10/28/96
Globe Software for Windows Client <i>CR</i>	U.S.A.	TX4-463-664	Reg. Date: 10/28/96
Bridge Software for Windows Client <i>CR</i>	U.S.A.	TX4-460-209	Reg. Date: 10/28/96
Bridge Administration Software for Windows Client <i>CR</i>	U.S.A.	TX4-460-207	Reg. Date: 10/28/96
Software Products and Methodology <i>CR</i>	U.S.A.	TX4-460-217	Reg. Date: 10/28/96

**Enterprise Solutions for  
Today's Changing  
Corporations CR**

**U.S.A.**

**TX4-460-216**

**Reg. Date: 10/28/96**

**Coreport Software CR**

**U.S.A.**

**Applications in process for 1.0 and 3.0.**

**Submit new application for  
each new version**

*CR = Copyright*