

4-18-01

04-18-2001



FORM PTO-1594  
(Rev 5-93)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

101678714

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):

SAND HILL CAPITAL II, L.P.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership: DELAWARE

Corporation - State:

Other:

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

3. Nature of Conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: December 11, 2000

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

Name: FB COMMERCIAL FINANCE, INC.

Address: 135 NORTH MERAMEC AVENUE

City: ST. LOUIS State: MO Zip: 63105

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: MISSOURI

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  No

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

A. Trademark Application No.(s)

75/899,463	75/908,478	75/908,479
75/936,438	76/013,544	76/013,566
76/040,074	76/061,431	76/054,978
76/058,595	76/078,848	76/078,849
76/111,215		

B. Trademark Registration No.(s)

2,264,695

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Erin O'Brien  
 Internal Address: GRAY CARY WARE & FREIDENRICH  
 400 Hamilton Avenue  
 Palo Alto, California 94301

6 Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41) . . . . . \$365.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

04/18/2001 GTON11 00000156 75899463

01 FC:481 40.00 OP  
 02 FC:482 325.00 OP

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.

Erin O'Brien  
Name of Person Signing

*Erin O'Brien*  
Signature

April 17, 2000  
Date

Total number of pages comprising cover sheet: [ 5 ]

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

PA\10141878.3  
1191271-900003

TRADEMARK  
REEL: 002272 FRAME: 0884

1. Name of conveying party(ies): **continued**

SAND HILL CAPITAL II Q, L.P. a Delaware limited partnership  
SAND HILL CAPITAL, LLC, a California limited liability company

## TRADEMARK SECURITY AGREEMENT

**WHEREAS**, SAND HILL CAPITAL II, L.P., a Delaware limited partnership, SAND HILL CAPITAL II Q, L.P., a Delaware limited partnership, or SAND HILL CAPITAL, LLC, a California limited liability company (hereinafter each individually, a "Grantor" and collectively, the "Grantors") owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto, or is the holder of a security interest in such Trademarks, Trademark registrations, Trademark applications or Trademark licenses; and

**WHEREAS**, Grantors entered into a Credit Agreement dated as of December 22, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with FB COMMERCIAL FINANCE, INC., a Missouri corporation ("Lender"), providing for extensions of credit and other financial accommodations to be made to Grantors by Lender; and

**WHEREAS**, pursuant to the terms of a General Security Agreement dated as of December 22, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Borrowers and Agent (in such capacity, "Grantee"), each Grantor has granted to Grantee a security interest in substantially all the assets of such Grantor including all right, title and interest (including, without limitation, as the holder of a security interest) of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement) and the Trademark licenses listed on Schedule I annexed hereto, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest (including, without limitation, any interest which is a security interest held by Grantor in the following hereinafter described property) in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and each Trademark license listed on Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License and each Trademark license listed on Schedule I annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License or under any Trademark license referred to in Schedule I annexed hereto, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License or under any Trademark license referred to in Schedule I annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the

Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 11 day of December, 2000.

**GRANTORS**

**SAND HILL CAPITAL II, L.P.**  
a Delaware limited partnership

By: Sand Hill Capital Management L.L.C.

By: Bruce H. Kendall  
Bruce H. Kendall  
Chief Financial Officer

**SAND HILL CAPITAL II Q, L.P.**  
a Delaware limited partnership

By: Sand Hill Capital Management L.L.C.

By: Bruce H. Kendall  
Bruce H. Kendall  
Chief Financial Officer

**SAND HILL CAPITAL, LLC**  
a California limited liability company

By: Bruce H. Kendall  
Bruce H. Kendall  
Chief Financial Officer

Acknowledged:

**FB COMMERCIAL FINANCE, INC.**

By: [Signature]  
Printed Name: Phillip M. Lyles  
Title: SVP

SCHEDULE 1

LIST OF TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS\*

<u>MARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
VLAB	2,264,695	July 27, 1999

<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
VLAB and Design	75/899,463	January 19, 2000
V and Design	75/908,478	February 2, 2000
VAUTHOR	75/908,479	February 2, 2000
IT'S NOT WHAT YOU KNOW BUT WHAT YOU CAN DO	75/936,438	March 6, 2000
GET YOUR SKILLS ON OUR GEAR	76/013,544	March 30, 2000
VOFFER	76/013,566	March 30, 2000
VCARD	76/ 040,074	May 3, 2000
VPOWERED	<del>76/061,431</del> 76/01,431	May 23, 2000
HEADS UP	76/054,978	May 23, 2000
REAL LABS	76/058,595	May 30, 2000
MENTOR TECHNOLOGIES	76/078,848	June 28, 2000
REAL LEARNING FOR A VIRTUAL WORLD	76/078,849	June 28, 2000

<u>MARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
MENTOR TECHNOLOGIES with design	76/111.215	August 17, 2000

Filed in the  
European  
Community:

VLAB	CTM No. 1815943	August 18, 2000
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