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05-30-2001

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U.S. DEPARTMENT OF COMMERCE
U.S. 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):

SHC AMBEO ACQUISITION CORP.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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: May 17, 2001

2. Name and address of receiving party(ies)

Name: SAND HILL CAPITAL HOLDINGS, INC.

Internal Address: Attn: Ms. Dawn Anzack-Ayers

Street Address: 1900 Avenue of the Stars

City: Century City State: CA Zip: 90067

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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 registration number(s):

A. Trademark Application No.(s)

76/059308

B. Trademark Registration No.(s)

406

Additional number(s) attached Yes No

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

Name: Levy, Small & Lallas

Internal Address: Attn: Sebastian Camua

Street Address: 815 Moraga Drive

City: Los Angeles State: CA Zip: 90049

6. Total number of applications and registrations involved: 1

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

- 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

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.

Sebastian Camua

Name of Person Signing

Signature

05/23/01

Date

6

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002305 FRAME: 0612

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 17, 2001 by and between SAND HILL CAPITAL HOLDINGS, INC. ("Sand Hill") and SHC AMBEO ACQUISITION CORP., 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 represents and warrants that all intellectual property rights listed on Schedules A, B and C hereto have been registered (or registration has been applied for) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except with respect to the item listed on Schedule C - Copyrights as "WAREHOUSE SECURITY." Grantor represents and warrants that WAREHOUSE SECURITY is not a product of Borrower or used by Borrower. Grantor shall apply to register WAREHOUSE SECURITY with the United States Copyright Office within fifteen days of its use as a product or if it becomes of other material value. 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.

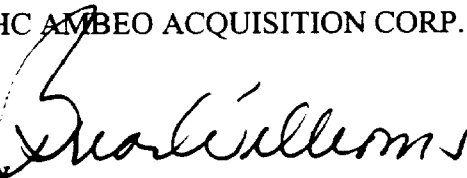
This security interest is granted in conjunction with the security interest granted to Sand Hill under the Loan Agreement. Each right, power and remedy of Sand Hill provided for herein shall not preclude the simultaneous or later exercise by Sand Hill of any or all other rights, powers or remedies.

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:

7430 E. Caley Avenue, Suite 100
Englewood, Colorado 80111
Attn: Brian Williams
Fax: (303) 221-4010


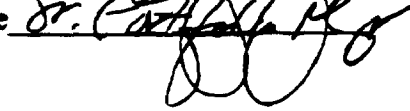
SHC AMBEO ACQUISITION CORP.

By 
Title VP + CFO

Address of Sand Hill:

1900 Avenue of the Stars, Suite 960
Century City, CA 90067
Attn: Dawn Anzack-Ayers
Fax: (310) 551-5415

SAND HILL CAPITAL HOLDINGS, INC.

By 
Title 

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Ambeo	76/059,308	05/30/00

SCHEDULE B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Distributed Metadata System and Method	09/151,748	

SCHEDULE C

Copyrights

<u>TITLE</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ACTIVITY TRACKER CLIENT	TX 5-203-829	10/31/00
ACTIVITY TRACKER SERVER	TX 5-203-827	10/31/00
CONTENT TRACKER	TX 5-203-822	10/31/00
COST TRACKER	TX 5-203-816	10/31/00
DBWRITER	TX 5-203-828	10/31/00
DISPATCHER	TX 5-203-832	10/31/00
FILE EXCHANGE CLIENT	TX 5-203-834	10/31/00
FILE EXCHANGE SERVER	TX 5-203-812	10/31/00
GEM CONSOLE	TX 5-203-817	10/31/00
GEM SERVER	TX 5-203-833	10/31/00
METAEXCHANGE	TX 5-203-818	10/31/00
METAVIEW	TX 5-203-823	10/31/00
PCEXECD	TX 5-203-808	10/31/00
QUERYWATCH KNOWLEDGE MODULE	TX 5-203-830	10/31/00
REFERENCE WINDOW	TX 5-203-809	10/31/00
REFRESHMENT TRACKER	TX 5-203-825	10/31/00
SQLPACKER	TX 5-203-813	10/31/00
SQLTRAP	TX 5-203-824	10/31/00
STIREADER	TX 5-203-820	10/31/00
STIWRITER	TX 5-203-811	10/31/00
TERADATA SQLTRAP FOR MVS	TX 5-203-819	10/31/00
USAGE TRACKER CLIENT	TX 5-203-831	10/31/00
WEBSENDER	TX 5-203-826	10/31/00
WEBRECEIVER	TX 5-203-815	10/31/00
DBUPDATER	TX 5-203-814	10/31/00
ACTIVATOR	TX 5-203-821	10/31/00
WAREHOUSE SECURITY	N/A	N/A