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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼



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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Access360

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: May 22, 2001

2. Name and address of receiving party(ies)

Name: Imperial Bank

Internal Address: _____

Street Address: 4 Venture, Suite 305

City: Irvine State: CA Zip: 92618

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Bank

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)
See Exhibit C to attached Intellectual Property Security Agreement

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Stephen P. Lieske, Esquire
Allen Markins Leck Gambie & Mallory LLP
Internal Address: _____

Street Address: 333 Bush St., 17th Floor

City: San Francisco State: CA Zip: 94104

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- 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.

Stephen P. Lieske, Esq.

Name of Person Signing

Signature

May 30, 2001

Date

Total number of pages including cover sheet, attachments, and document: 3

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

TRADEMARK
REEL: 002306 FRAME: 0791

EXHIBIT C

Trademarks

See Attached Table

Trademarks

<u>Description</u>	Registration/Application <u>Number</u>	Registration Application <u>Date</u>
ENROLE	76/179,969	12/13/00
Access2B	76/018,832	3/07/01
ACCESS360	76/018,831	5/07/01

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 22, 2001 by and between IMPERIAL BANK ("Bank") and ACCESS360, a California corporation ("Grantor").

RECITALS:

A. Bank has 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 Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT:

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank 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 and Trademarks listed on Schedules A, B and C 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 Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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

GRANTOR:

Address of Grantor:

15440 Laguna Canyon Road
Irvine, California 92618

Attn: Will Righeimer

ACCESS360,
a California corporation

By: 

Title: Vice President France

BANK:

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

IMPERIAL BANK

By: 

Title: SVP

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

See Attached Table

Patents

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration Application Date</u>
System and Method for Provisioning Resources to Users Based on Policies, Roles, Organizational Information and Attributes	09/774,265	1/29/01
System and Method for Provisioning Resources to Users Based on Roles, Attributes and Third-Party Information or Authorizations	09/772,486	1/29/01
Method and System for Third Party Resource Provisioning Management	09/800,098	3/06/01
Method and System for Establishing Passwords in Managed Resource Systems	60/269,217	2/15/01
Method and System for Managing Dormant Resources in Managed Resource Systems	60/269,296	2/15/01
Method and System for Establishing Identities in Managed Resource Systems	60/269,242	2/15/01
System and Method for Provisioning Resources to Users Over a Distributed Network, Based on Policies, Roles, Organizational Information and Attributes	60/272,108	3/01/01
System, Device and Method for Modular Development of Agents for Accessing Managed Resources	60/267,853	2/07/01
System and Method for a Resource Provisioning System Over a Distributed Network	60/272,109	3/01/01