



To the Honorable Commissioner of Patents and Trademarks

ments or copy thereof.

1. Name of conveying party(ies):

101768018

Address of receiving party(ies):

Relativity Technologies, Inc.

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, California 95054

- Individual
- General Partnership
- Corporation-State: Delaware
- Other

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- 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)

Execution Date: April 1, 2001

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s)

A. Trademark Application No(s):

B. Trademark Registration No(s): 2,037,081

Additional numbers attached? Yes No

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

W. Christopher Matton
Kilpatrick Stockton LLP
3737 Glenwood Avenue, Suite 400
Raleigh, North Carolina 27612

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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.

W. Christopher Matton
Name of Person Signing

[Signature]
Signature

6/12/01
Date

Total number of pages comprising cover sheet: 1

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
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Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated ~~March~~April ~~____~~1, 2001, is between SILICON VALLEY BANK ("Bank") and RELATIVITY TECHNOLOGIES, INC. ("Grantor").

RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement (the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, and Patents.

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property (as defined in the Loan Agreement and including, without limitation, the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, and C), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

SILICON VALLEY BANK

Andrew A. Rai
(Signature)

SVP
(Title)

GRANTOR:

Ken S. Jam
(Signature)

(Title) CHIEF FINANCIAL OFFICER

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

Utility Patent Application for the invention titled Method and System for Recreating a User Interface of an Existing Application Text Based User Interface into a Graphical User Interface

Serial No. 09/243,937

February 4, 1999

Utility Patent Application for the invention titled A Method and System of Business Rule Extraction from Existing Applications for Integration into New Applications

Serial No. 09/245,002

February 4, 1999

EXHIBIT C

Trademarks

Info for form

Description

RESCUEWARE

Registration/
Application
Number

2,037,081

Registration/
Application
Date

February 11,
1997

EXHIBIT C

Trademarks

Description

Registration/
Application
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RESCUEWARE

2,037,081

February 11,
1997