

07-30-2001



101793560

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

1. Name of conveying party(ies): 07/20/01 Success Acquisition Corporation
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Sand Hill Capital Holdings, Inc.
Internal
Address: Attn: Robert Johnson
Street Address: 3000 Sand Hill Road Building 2, Suite 110
City: Menlo Park State: CA Zip: 94025
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: MAY 31, 01

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,340,181 1,900,210
1,877,473

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: 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.

Sebastian Camua

[Signature]

7/19/01

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

07/27/2001 LMUELLER 0000090 2340181

01 FC:481
02 FC:482

40.00
50.00

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 31, 2001 by and between SAND HILL CAPITAL HOLDINGS, INC. ("Sand Hill") and SUCCESS ACQUISITION CORPORATION, a Delaware corporation ("Grantor"), with reference to the following facts:

Sand Hill and Grantor 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, Grantor has granted to Sand Hill a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral.

NOW, THEREFORE, Grantor agrees as follows:

To secure performance of its "Obligations" as defined in the Loan Agreement, Grantor grants to Sand Hill a security interest in all of Grantor's right, title and interest in Grantor'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 10 days after the date hereof, take such action with respect to the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as is necessary to recognize its ownership of the 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). Notwithstanding the foregoing, Grantor shall not be required to register software with the United States Copyright Office unless the license and other revenue therefrom accounted for 4% or more of Grantor's gross revenues for any fiscal quarter. 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 Grantor :

2929 Campus Drive, Suite 400
San Mateo, CA 94403
Attn: Chief Financial Officer

SUCCESS ACQUISITION CORPORATION

By: 
Title: CEO

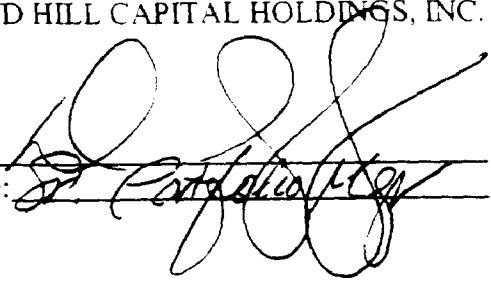
Address of Sand Hill:

SAND HILL CAPITAL HOLDINGS, INC.

3000 Sand Hill Road
Building 2, Suite 110
Menlo Park, CA 94025
Attn: Robert Johnson

By:

Title:

A handwritten signature in black ink, appearing to read "Robert Johnson", is written over two horizontal lines. The signature is stylized and somewhat cursive.

SCHEDULE A

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------------|---|---|
| EMPLOYEE BUILDER SERIES | 2340181 | April 11, 2000 |
| EMPLOYEE APPRAISER | 1900210 | June 13, 1995 |
| AUSTIN-HAYNE CORPORATION | 1877473 | February 7, 1995 |

SCHEDULE B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

SCHEDULE C

Copyrights

| <u>Title</u> | <u>Registration Number</u> | <u>Registration/ Date</u> |
|---------------------|--------------------------------|-------------------------------|
| Employee Appraiser | TX-3-701-238 | December 28, 1993 |
| Performance Manager | TX 5-256-922 | August 2, 2000 |
| Employee Appraiser | TX 5-256-818 | August 2, 2000 |
| Skill Manager | TX 5-280-479 | August 2, 2000 |
| Assessment Manager | TX 5-241-249 | August 2, 2000 |