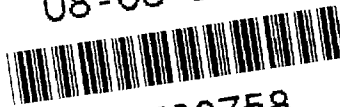


08-03-2001



101798758

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year
 06 28 01

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
 06 28 01

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

08/03/2001 101798758 0000035 75043602

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 BP
75.00 BP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, TRADEMARK

REEL: 002339 FRAME: 0140

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="76043602"/>	<input type="text" value="75916858"/>	<input type="text" value="76016762"/>
<input type="text" value="75912621"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Kathryn Gambino, paralegal

Name of Person Signing

Kathryn Gambino
Signature

July 23, 2001

Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 28, 2001 by and between **TRANSAMERICA BUSINESS CREDIT CORPORATION**, a Delaware corporation, ("TBCC") and **CROSSCOMMERCE, INC.**, a Delaware corporation ("Grantor"), with reference to the following facts:

TBCC and Grantor's predecessor in interest, CrossCommerce.Com, Inc., a California corporation ("CC-California"), are parties to that certain Master Loan and Security Agreement dated September 25, 2000 (as amended from time to time, the "Loan Agreement"). CC-California has merged into Grantor, and Grantor has assumed, by operation of law, and by an Assumption Agreement of substantially even date, all indebtedness, liabilities and obligations of CC-California. TBCC and Grantor are entering into that certain Security Agreement of even date (as amended from time to time, the "Loan Agreement"). The Loan Agreement, the Security Agreement, and all other "Loan Documents" (as defined in the Loan Agreement) are referred to herein as the "Loan Documents". Capitalized terms used herein have the meaning assigned in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Grantor has granted to TBCC 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 TBCC a security interest in all of Grantor's right, title and interest in all of Grantor's present and future Intellectual Property including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto, and including without limitation all proceeds thereof (including without limitation all license royalties and proceeds of infringement suits) (collectively, the "Intellectual Property").

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 15 days after the date hereof, register or cause to be registered (to the extent not already registered) with the United States Copyright Office those intellectual property rights listed on Schedule C hereto. Grantor shall register or cause to be registered on an expedited basis with the United States Copyright Office any additional 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 Schedule C). Grantor shall from time to time, execute and file such other instruments, and take such further actions as TBCC may reasonably request from time to time to perfect or continue the perfection of TBCC's interest in the intellectual property.

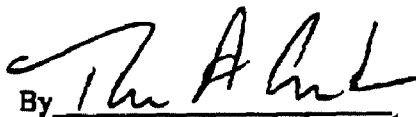
TBCC shall have all of the rights and remedies provided in the Loan Agreement, the Security Agreement and the other Loan Documents, and which it otherwise has at law and in equity, with respect to the Intellectual Property, and all rights hereunder and thereunder are cumulative.

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:

717 California St.
San Francisco, CA 94108

CROSSCOMMERCE, INC.

By 
Title VP, General Counsel
Asst. Secretary

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CROSSCOMMERCE.COM	75916858	February 11, 2000
CROSSCOMMERCE.COM (stylized w/ logo)	75912621	February 9, 2000
CSHELF	76016762	April 4, 2000
DELIVER THE GOODS	76043602	May 10, 2000

SCHEDULE B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method of Supplying Ecommerce Capability	60/264,236	January 19, 2001

SCHEDULE C

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None