

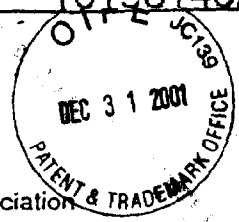
FORM PTO-1594 (Rev. 6-93) F 12-31-2001
OMB No. 0651-0011 (exp. 4/94)
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To the Honorable Commissioner



101931452

COVER SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark
ONLY
12-21-01
The attached original documents or copy thereof.

12-31-01



1. Name of conveying party(ies):
BRIO SOFTWARE, INC.
4980 Great America Parkway
Santa Clara, CA 95054
 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: December 14, 2001

2. Name and address of receiving party(ies)
Name: FOOTHILL CAPITAL CORPORATION
Internal Address: Suite 3000W
Street Address: 2450 Colorado Avenue
City: Santa Monica State: CA ZIP: 90404
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State California
 Other
If assignee is not domiciled in the United States, a domestic representative design 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 patent number(s):
A. Trademark Application No.(s)
Please see attached Schedule A.
76304762
Additional numbers attached? Yes No

B. Trademark Registration No.(s)
Please see attached Schedule A.

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: FEDERAL RESEARCH CORPORATION
Internal Address: Suite 101
Attn: Penelope Agodog
Street Address: 400 7th Avenue N.W.
City: Washington State: D.C. ZIP: 20004

6. Total number of applications and registrations involved: 18
7. Total fee (37 CFR 3.41) \$ 465.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

01/02/2002 DBYRNE 00000005 76304762 DO NOT USE THIS SPACE

01 FL: 481 40.00 OP
02 FL: 188 425.00 OP
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.

Kimberley A. Lathrop
Name of Person Signing

Kimberley A. Lathrop
Signature

12-21-01
Date

Total number of pages including cover sheet, attachments, and document: 30

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

SCHEDULE A

Trademarks of Borrower

BAKER & MCKENZIE
Trademark Properties: Brio Technology, Inc.
Registrations and Pending Applications
REVISED: November 29, 2001

Trademark	Country/State	Appl. # File Date	Reg. # Reg. Date	Affid. Date Ren Date	Cl.	Goods Description	Comments
BRIO	Argentina				9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending. Status inquiry sent 3/13/01.
BRIO	Australia	759773 04/15/1998			9	Electronic and electrical equipment; computer related goods in this class including computer software and hardware.	Pending. Publication Date: 8/16/01. Opposition Term: 3 Months
BRIO	Brazil	823319075			9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending. Status inquiry sent 3/13/01. Publication Date: 8/28/01. Opposition Term: 60 Days
BRIO	California		89852 04/24/1989	R: 04/24/2009	9	Object oriented computer programming system.	Registered.
BRIO	Canada	085663200 09/22/1997	TMAA49758 07/22/1998	R: 07/22/2011	N/A	(1) Computer programs in the field of client/server applications.	Registered.
BRIO	Chile	503630 10/05/00			9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	

Trademark	Country/State	Appl. # File Date	Reg. # Reg. Date	Affid. Date Ren Date	Cl.	Goods Description	Comments
BRIO	Colombia	T2000/0075706 10/20/00			9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending. No opposition filed. Awaiting Cert. of Reg. that will issue in approximately 6 months.
BRIO	European Community	803379 04/15/1998	803379 03/22/1999	R: 04/15/2008	9 16 42	Computer hardware, computer software, computer peripherals. Printed publications, user and instructional manuals. Computer programming services; computer advisory and information services.	Registered.
BRIO	Mexico	4497179 9/30/00			9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending. BR/OT application under investigation. HP consent in negotiations.
BRIO	United States	75/111,484 05/29/1996	2,269,348 08/10/1999	A: 08/10/2005 R: 08/10/2009	9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments and manuals for use therewith, sold as a unit.	Registered.
BRIO	Venezuela	004382/01 3/15/01			9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending.
BRIO (LOGO)	United States	76/304,325 8/23/01					Pending.

Trademark	Country/State	Appl. # File Date	Reg. # Reg. Date	Affid. Date Ren Date	Cl.	Goods Description	Comments
BRIO ONE	United States	76/304,762 8/24/01				Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending.
BRIO SOFTWARE	United States	76/332,365 10/29/01				Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending
BRIO BROADCAST SERVER	United States	75/861,706 12/01/1999			9	Computer software for management, analysis and automation of data and databases.	Pending. Response to Office Action filed 1/26/01. Publication Date: 9/11/01. Opposition Term: 30 Days.
BRIO TECHNOLOGY	Argentina				9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending. Status inquiry sent 3/13/01.
BRIO TECHNOLOGY	Brazil				9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending. Status inquiry sent 3/13/01.
BRIO TECHNOLOGY	Chile	503307 10/3/00			9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending.
BRIO TECHNOLOGY	Colombia	T2000/075705 10/05/00			9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending. Published for opposition 11/27/00.

Trademark	Country/State	Appl. # File Date	Reg. # Reg. Date	Affid. Date Ren Date	Cl.	Goods Description	Comments
BRIO TECHNOLOGY	Mexico	449180 9/30/00			9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending. BRIO/T application under investigation; HP consent in negotiations.
BRIO TECHNOLOGY	Venezuela	004381/01 3/15/01			9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending.
BRIO.IMPACT	United States	75/943,938 03/14/2000			9	Computer software, namely revenue optimization software for capturing and assessing revenue performance.	Pending. Publication Date: 7/31/01. Opposition Term: 30 Days.
BRIO.INFORM	United States	75/943,677 03/14/2000			9	Computer software, namely order analysis software for capturing and assessing revenue performance.	Pending. Notice of Allowance issued 10/9/01
BRIO.PORTAL	United States	75/943,500 03/14/2000			9	Computer software and hardware for multi-tiered application data access, data retrieval and data organization.	Pending.
BRIOPUBLISH	United States	74/459,995 11/18/1993	1,859,581 10/25/1994	A: 10/25/2000 R: 10/25/2004	9	Computer programs for information, storage and retrieval	Registered. Not being handled by Baker & McKenzie.
BRIQUERRY	United States	75/202,494 11/22/1996	2,183,421 08/25/1998	A: 08/25/2004 R: 08/25/2008	9	Computer software for use in searching, managing, analyzing, publishing, reporting, and retrieving data from any relational data source in client/server or global computer network environments and manuals for use therewith sold as a unit.	Registered. Not being handled by Baker & McKenzie.

Trademark	Country/State	Appl. # File Date	Reg. # Reg. Date	Affid. Date Ren Date	Cl.	Goods Description	Comments
BRIQUERY DESIGNER	United States	75/667,710 03/25/1999	2,324,335 02/29/2000	A: 02/29/2006 R: 02/29/2010	9	Computer software for use in searching, managing, analyzing, publishing, exporting and retrieving data from any relational data source in client/server or global computer network environments and instruction manuals for use therewith, sold as a unit.	Registered. Not being handled by Baker & McKenzie.
BRIQUERY ENTERPRISE	United States	75/202,335 11/22/1996	2,212,168 12/22/1998	A: 12/22/2004 R: 12/22/2008	9	Computer software for use in searching, managing, analyzing, publishing, reporting, and retrieving data from any relational data source in client/server or global computer network environments and manuals for use therewith sold as a unit.	Registered. Not being handled by Baker & McKenzie.
BRIQUERY EXPLORER	United States	75/202,496 11/22/1996	2,193,076 10/06/1998	A: 10/06/2004 R: 10/06/2008	9	Computer software for use in searching, managing, analyzing, publishing, reporting, and retrieving data from any relational data source in client/server or global computer network environments and manuals for use therewith sold as a unit.	Registered. Not being handled by Baker & McKenzie.
CONBRIO	United States	75/256,779 03/13/1997	2,310,190 01/25/2000	A: 01/25/2006 R: 01/25/2010	42	Consulting services in the field of computer client/server applications, computer networking and data warehousing.	Registered. Not being handled by Baker & McKenzie.
CONCERTMASTER	United States	74/002,651 11/16/1989	1,912,267 08/15/1995	A: 08/15/2001 R: 08/15/2005	9	Computer program for use by consultants and computer program developers which coordinates and links different programs with different applications together within the same operating system	Registered. Not being handled by Baker & McKenzie.
DATAEDIT	United States	74/236,784 01/09/1992	1,825,752 03/08/1994	R: 03/08/2004	9	Microcomputer based computer programs generating forms and databases understanding structured query language.	Registered. Not being handled by Baker & McKenzie.

Trademark	Country/State	Appl. # File Date	Reg. # Reg. Date	Affid. Date Ren Date	Cl.	Goods Description	Comments
DATAPIVOT	United States	74/112,328 11/05/1990	1,771,143 05/18/1993	R: 05/18/2003	9	Computer programs for information processing used for business applications	Registered. Not being handled by Baker & McKenzie.
DATAPRISM	United States	74/058,988 5/11/1990	1,692,564 06/09/1992	R: 06/09/2002	9	Computer programs used for business purposes.	Registered. Not being handled by Baker & McKenzie.

TRADEMARK

REEL: 002414 FRAME: 0537

BAKER & MCKENZIE
 Trademark Properties: Brio Technology, Inc.
 Inactive Applications and Registrations

Trademark	Country/State	Appl. # File Date	Reg. # Reg. Date	Affid. Date Ren Date	Cl.	Goods Description	Comments
B2X ARCHITECTURE	USA				9	A software architecture that is open, scalable, secure and flexible to meet the needs of businesses that deploy a wide range of software based services to other businesses, consumers, employees, partners, and internet exchanges.	Not filed. Awaiting client response to our letter dated 9/15/00 RE: whether application is ITU or USE.
B2X PORTAL	USA				9	An intranet or internet based portal solution that supports multiple B2C, B2B and B2E initiatives from a single installation.	Not filed. Awaiting client response to our letter dated 9/15/00 RE: whether application is ITU or USE.
BRIO	United States	73/782,177 02/21/1989	1,598,264 05/29/1990		9	Computer programs for developing other computer programs.	Cancelled.
BRIO.INQUERY	United States	75/297,700 05/23/1999			9	Computer software for interactive searching, reporting and analysis and user manuals for use therewith sold as a unit.	Abandoned.
BRIOQUIRY ENTERPRISE DESIGNER	United States	75/202,334 11/22/1996			9	Computer software in the field of client/server applications and manuals for use therewith, sold as a unit.	Abandoned.
BRIOQUIRY ENTERPRISE EXPLORER	United States	75/202,332 11/22/1996			9	Computer software in the field of client/server applications and manuals for use therewith, sold as a unit.	Abandoned.
BRIOQUIRY ENTERPRISE NAVIGATOR	United States	75/202,541 11/22/1996			9	Computer software in the field of client/server applications and manuals for use therewith, sold as a unit.	Abandoned.
BRIOQUIRY NAVIGATOR	United States	75/202,493 11/22/1996			9	Computer software in the field of client/server applications and manuals for use therewith, sold as a unit.	Abandoned.

Trademark	Country/State	Appl. # File Date	Reg. # Reg. Date	Affid. Date Ren Date	Cl.	Goods Description	Comments
BRIO.WEB. WAREHOUSE	United States	75/193,973 11/06/1996			42	Consulting services in the field of computer software used to search, manage, analyze, publish, report, retrieve and query data from relational data sources and databases in client/server or global computer network environments.	Abandoned.
BROADCAST SERVER	United States	75/564,106 10/02/1998			9	Computer software for management, analysis and automation of data and databases.	Abandoned.
DASH PANEL	United States				9	Computer software for management, analysis and automation of data and databases.	Not filed.
OPEN METADATA INTERPRETER	United States	75/209,260 12/06/1996			9	Computer software in the field of client/server applications.	Abandoned.
PIVOTSHEET	United States	75/209,641 12/06/1996			9	Computer software in the field of client/server applications.	Abandoned.
POWERTOOLS FOR THE MIND	United States				9	Computer software for management, analysis and automation of data and databases.	Not filed.
QUICKCUBE	United States	75/162,882 09/09/1996			9	Computer programs to create a multidimensional data structure.	Abandoned.
SPOTLIGHTER	United States	75/202,495 11/22/1996			9	Computer software in the field of client/server applications and manuals for use therewith, sold as a unit.	Abandoned.
WHERE THE WAREHOUSE MEETS THE WEB	United States	75/193,981 11/06/1996			42	Consulting services in the computer field.	Abandoned.



TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of December 14, 2001, is entered into between **BRIO SOFTWARE, INC.**, a Delaware corporation formerly know as Brio Technology, Inc. ("Borrower"), and **FOOTHILL CAPITAL CORPORATION**, a California corporation ("Secured Party"), with reference to the following:

WHEREAS, Borrower beneficially owns the Trademarks specified on Schedule A attached hereto (or any addendum thereto);

WHEREAS, Borrower and Secured Party are, contemporaneously herewith, entering into that certain Loan and Security Agreement (the "Loan Agreement"); and

WHEREAS, to induce Secured Party to make the financial accommodations provided to Borrower pursuant to the Loan Agreement, Borrower desires to pledge, grant, transfer, and assign to Secured Party a security interest in the Trademark Collateral (as defined below) to secure the Secured Obligations, as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and warranties set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" shall have the meaning ascribed to such term in the preamble of this Agreement.

"Borrower" shall have the meaning ascribed to such term in the preamble of this Agreement.

"Code" shall mean the California Uniform Commercial Code, as in effect from time to time.

"Lien" shall mean any pledge, security interest, assignment, charge, encumbrance, lien, preferential arrangement (including any agreement to give any security interest) or other interest in property securing an obligation owed to, or a claim by, any Person other than the owner of the property, whether such interest shall be based on the common law, statute, or contract, whether such interest shall be recorded or perfected, and whether such interest shall be contingent upon the occurrence of some future event or events or the existence of some future circumstance or circumstances.

“Loan Agreement” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Proceeds” shall mean whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as defined at Code section 9-102(a)(64), and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Borrower, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Borrower from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” shall mean the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” shall mean, with respect to Borrower, all liabilities, obligations, or undertakings owing by Borrower to Secured Party of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, any of the other Loan Documents, or this Agreement, irrespective of whether for the payment of money, direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorneys’ fees), and expenses which Borrower is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Secured Party” shall have the meaning ascribed to such term in the preamble of this Agreement.

“Trademark Collateral” shall have the meaning ascribed to such term in Section 2.

“Trademarks” shall have the meaning ascribed to such term in Section 2.

“United States” and “U.S.” shall each mean the United States of America.

(b) Terms Defined in Code. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the Code.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Loan Agreement that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Borrower and supplemental rights and remedies in favor of Secured Party (whether under federal law or applicable California law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, Borrower hereby grants, assigns, transfers and conveys to Secured Party a continuing security interest in all of Borrower's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Borrower, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including, without limitation, any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Borrower's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

The foregoing notwithstanding, the "Trademark Collateral" shall not include any General Intangibles that are now or hereafter held by Borrower as licensee, in the event that: (a) as a result of the grant of a security interest therein, Borrower's rights in or with respect to such asset would be forfeited or would become terminable, or if Borrower would be deemed to have breached or defaulted under the applicable license or other agreement; and (b) any such restriction is effective and enforceable under applicable law; provided, however, that the term "Trademark Collateral" shall include (1) any and all proceeds of such assets, and (2) such assets at any time that the restrictions in the license or other agreement are no longer effective and enforceable or at any time that the applicable

licensor or other applicable party's consent is obtained to the grant of a security interest in and to such asset in favor of Secured Party.

(b) Continuing Security Interest. Borrower hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Loan Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(d) Licenses. Anything in this Agreement to the contrary notwithstanding, so long as no Event of Default has occurred or is continuing, Borrower may license to any other Person the Trademark Collateral (subject to the security interest of Secured Party therein) in accordance with Section 7.4 of the Loan Agreement.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. Borrower at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance reasonably satisfactory to Secured Party, and take any and all action which Secured Party, in the exercise of its Permitted Discretion, may request from time to time to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in, the Trademark Collateral held by Secured Party and to accomplish the purposes of this Agreement. If Borrower refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in accordance with the foregoing, Secured Party shall have the right, in the name of Borrower, or in the name of Secured Party or otherwise, without notice to or assent by Borrower, and Borrower hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as Borrower's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Borrower on all or any of such documents or instruments and perform all other acts that Secured Party in the exercise of its Permitted Discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Secured Party and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Borrower, which Secured Party, in the exercise of its Permitted Discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign,

convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18; provided, however, that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed and Secured Party's obligation to extend credit under the Loan Agreement is terminated.

4. Representations and Warranties. Borrower represents and warrants to Secured Party, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of the existing Trademarks of Borrower that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held and used (whether pursuant to a license or otherwise) by Borrower, in whole or in part, as of the date hereof; provided, that Schedule A does not list registrations or applications for trademarks that Debtor holds or uses pursuant to any exclusive license if such registrations or applications are not listed in such license, Debtor has not received a copy of such registrations or applications, and Debtor has no knowledge of such registrations or applications.

(b) Trademarks Subsisting. Each of the Trademarks of Borrower listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and to the best of Borrower's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Borrower has rights to use or has good title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, Borrower is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder and other than Permitted Liens), including licenses, registered user agreements and covenants by Borrower not to sue third persons, and (iii) with respect to any Trademarks for which Borrower is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Borrower is not in material default of any of its obligations thereunder and, (i) other than the parties to such licenses or licensing agreements, or (ii) in the case of any non-exclusive license or license agreement entered into by Borrower or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Borrower or any such licensor with any other Person, no other Person is known by Borrower to have any rights in or to any of the Trademark Collateral. To the best of Borrower's knowledge, the past, present and contemplated future use of the Trademark Collateral by Borrower has not and does not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(d) No Infringement. To the best of Borrower's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Borrower has not and does not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(e) Powers. Borrower has the unqualified right, power and authority to pledge and to grant to Secured Party security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, Borrower agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Secured Party written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks and the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Borrower is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Borrower shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and the Borrower shall give to Secured Party notice thereof within sixty (60) days. Borrower shall do all things reasonably deemed necessary by Secured Party in the exercise of its Permitted Discretion to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party in such future acquired Trademark Collateral. If Borrower refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in connection herewith, Borrower hereby authorizes Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Borrower's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Secured Party. Notwithstanding any provision contained in this Agreement, Secured Party shall not have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Borrower or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party hereunder or in connection herewith, Secured Party shall not have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Secured Party shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Borrower hereby agrees that such rights and remedies include the right of Secured Party as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to Code Section 9-610. Borrower hereby agrees that Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Secured Party's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Borrower in which Secured Party has a security interest, including Secured Party's rights to sell inventory, tooling or packaging which is acquired by Borrower (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party, in the exercise of its Permitted Discretion, deems necessary, in the name of Borrower or Secured Party, to enforce or protect any of the Trademark Collateral, in which event Borrower shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party necessary to such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral, Borrower, consistent with the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and, for that purpose, agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Borrower and Secured Party and their respective successors and assigns.

11. Notices. All notices and other communications hereunder to or from Secured Party and Debtor shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States of America and the laws of the State of California.

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules and Exhibits hereto and thereto, which are incorporated herein by this reference, contains the entire agreement of the parties with

respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Secured Party may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Loan Agreement. Borrower acknowledges that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Borrower acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Borrower agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. Borrower agrees that, to the extent of any conflict between the provisions of this Agreement and the Loan Agreement, the provisions of the Loan Agreement shall govern.

18. Termination. Upon the final payment and performance in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by Borrower, at Borrower's expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

19. Release of Collateral. Upon any sale, license or other disposition of assets of Borrower constituting Trademark Collateral permitted under the Loan Documents, the security interest and other rights granted hereunder with respect to such Trademark Collateral shall be automatically terminated and released, and Secured Party, at the request of Borrower, will execute and deliver to Borrower the proper instruments (including Code termination statements) acknowledging the release of Secured Party's security interest in such Trademark Collateral and will file such instruments with the PTO as may be necessary to evidence the release of Secured Party's security interest in such Trademark Collateral.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

BRIO SOFTWARE, INC.
a Delaware corporation

By: Philip R. Strauss
Name: _____
Title: _____

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: [Signature]
Name: JOSHUA W. EASTERLY
Title: AUP

SCHEDULE A

Trademarks of Borrower

BAKER & MCKENZIE
Trademark Properties: Brio Technology, Inc.
Registrations and Pending Applications
REVISED: November 29, 2001

Trademark	Country/State	Appl. # File Date	Reg. # Reg. Date	Affid. Date Ren Date	Cl.	Goods Description	Comments
BRIO	Argentina				9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending. Status inquiry sent 3/13/01.
BRIO	Australia	759773 04/15/1998			9	Electronic and electrical equipment; computer related goods in this class including computer software and hardware.	Pending. Publication Date: 8/16/01. Opposition Term: 3 Months
BRIO	Brazil	823319075			9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending. Status inquiry sent 3/13/01. Publication Date: 8/28/01. Opposition Term: 60 Days
BRIO	California		89852 04/24/1989	R: 04/24/2009	9	Object oriented computer programming system.	Registered.
BRIO	Canada	085663200 09/22/1997	TMAA49758 07/22/1998	R: 07/22/2011	N/A	(1) Computer programs in the field of client/server applications.	Registered.
BRIO	Chile	503630 10/05/00			9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	

Trademark	Country/State	Appl. # File Date	Reg. # Reg. Date	Affid. Date Ren Date	Cl.	Goods Description	Comments
BRIO	Colombia	T2000/0075706 10/20/00			9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending. No opposition filed. Awaiting Cert. of Reg. that will issue in approximately 6 months.
BRIO	European Community	803379 04/15/1998	803379 03/22/1999	R: 04/15/2008	9 16 42	Computer hardware, computer software, computer peripherals. Printed publications, user and instructional manuals. Computer programming services; computer advisory and information services.	Registered.
BRIO	Mexico	4497179 9/30/00			9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending. BRIOT application under investigation; HP consent in negotiations.
BRIO	United States	75/111,484 05/29/1996	2,269,348 08/10/1999	A: 08/10/2005 R: 08/10/2009	9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments and manuals for use therewith, sold as a unit.	Registered.
BRIO	Venezuela	004382/01 3/15/01			9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending.
BRIO (LOGO)	United States	76/304,325 8/23/01					Pending.

Trademark	Country/State	Appl. # File Date	Reg. # Reg. Date	Affid. Date Ren Date	Cl.	Goods Description	Comments
BRIO ONE	United States	76/304,762 8/24/01				Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending.
BRIO SOFTWARE	United States	76/332,365 10/29/01				Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending
BRIO BROADCAST SERVER	United States	75/861,706 12/01/1999			9	Computer software for management, analysis and automation of data and databases.	Pending. Response to Office Action filed 1/26/01. Publication Date: 9/1/01. Opposition Term: 30 Days.
BRIO TECHNOLOGY	Argentina				9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending. Status inquiry sent 3/13/01.
BRIO TECHNOLOGY	Brazil				9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending. Status inquiry sent 3/13/01.
BRIO TECHNOLOGY	Chile	503307 10/3/00			9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending.
BRIO TECHNOLOGY	Colombia	T2000/075705 10/05/00			9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending. Published for opposition 11/27/00.

Trademark	Country/State	Appl. # File Date	Reg. # Reg. Date	Affid. Date Ren Date	Cl.	Goods Description	Comments
BRIO TECHNOLOGY	Mexico	449180 9/30/00			9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending. BRIO application under investigation; HP consent in negotiations.
BRIO TECHNOLOGY	Venezuela	004381/01 3/15/01			9	Computer software for use in searching, managing, analyzing, publishing, reporting and retrieving data from any relational data source in client/server or global computer network environments.	Pending.
BRIO.IMPACT	United States	75/943,938 03/14/2000			9	Computer software, namely revenue optimization software for capturing and assessing revenue performance.	Pending. Publication Date: 7/31/01. Opposition Term: 30 Days.
BRIO.INFORM	United States	75/943,677 03/14/2000			9	Computer software, namely order analysis software for capturing and assessing revenue performance.	Pending. Notice of Allowance issued 10/9/01
BRIO.PORTAL	United States	75/943,500 03/14/2000			9	Computer software and hardware for multi-tiered application data access, data retrieval and data organization.	Pending.
BRIOPUBLISH	United States	74/459,995 11/18/1993	1,859,581 10/25/1994	A: 10/25/2000 R: 10/25/2004	9	Computer programs for information, storage and retrieval	Registered. Not being handled by Baker & McKenzie.
BRIOQUERY	United States	75/202,494 11/22/1996	2,183,421 08/25/1998	A: 08/25/2004 R: 08/25/2008	9	Computer software for use in searching, managing, analyzing, publishing, reporting, and retrieving data from any relational data source in client/server or global computer network environments and manuals for use therewith sold as a unit.	Registered. Not being handled by Baker & McKenzie.

Trademark	Country/State	Appl. # File Date	Reg. # Reg. Date	Affid. Date Ren Date	Cl.	Goods Description	Comments
BRIOQUERY DESIGNER	United States	75/667,710 03/25/1999	2,324,335 02/29/2000	A: 02/29/2006 R: 02/29/2010	9	Computer software for use in searching, managing, analyzing, publishing, exporting and retrieving data from any relational data source in client/server or global computer network environments and instruction manuals for use therewith, sold as a unit.	Registered. Not being handled by Baker & McKenzie.
BRIOQUERY ENTERPRISE	United States	75/202,335 11/22/1996	2,212,168 12/22/1998	A: 12/22/2004 R: 12/22/2008	9	Computer software for use in searching, managing, analyzing, publishing, reporting, and retrieving data from any relational data source in client/server or global computer network environments and manuals for use therewith sold as a unit.	Registered. Not being handled by Baker & McKenzie.
BRIOQUERY EXPLORER	United States	75/202,496 11/22/1996	2,193,076 10/06/1998	A: 10/06/2004 R: 10/06/2008	9	Computer software for use in searching, managing, analyzing, publishing, reporting, and retrieving data from any relational data source in client/server or global computer network environments and manuals for use therewith sold as a unit.	Registered. Not being handled by Baker & McKenzie.
CONBRIO	United States	75/256,779 03/13/1997	2,310,190 01/25/2000	A: 01/25/2006 R: 01/25/2010	42	Consulting services in the field of computer client/server applications, computer networking and data warehousing.	Registered. Not being handled by Baker & McKenzie.
CONCERTMASTER	United States	74/002,651 11/16/1989	1,912,267 08/15/1995	A: 08/15/2001 R: 08/15/2005	9	Computer program for use by consultants and computer program developers which coordinates and links different programs with different applications together within the same operating system	Registered. Not being handled by Baker & McKenzie.
DATAEDIT	United States	74/236,784 01/09/1992	1,825,752 03/08/1994	R: 03/08/2004	9	Microcomputer based computer programs generating forms and databases understanding structured query language.	Registered. Not being handled by Baker & McKenzie.

Trademark	Country/State	Appl. # File Date	Reg. # Reg. Date	Affid. Date Ren Date	Cl.	Goods Description	Comments
DATAPIVOT	United States	74/112,328 11/05/1990	1,771,143 05/18/1993	R: 05/18/2003	9	Computer programs for information processing used for business applications	Registered. Not being handled by Baker & McKenzie.
DATAPRISM	United States	74/058,988 5/11/1990	1,692,564 06/09/1992	R: 06/09/2002	9	Computer programs used for business purposes.	Registered. Not being handled by Baker & McKenzie.

BAKER & MCKENZIE
Trademark Properties: Brio Technology, Inc.
Inactive Applications and Registrations

Trademark	Country/State	Appl. # File Date	Reg. # Reg. Date	Affid. Date Ren Date	Cl.	Goods Description	Comments
B2X ARCHITECTURE	USA				9	A software architecture that is open, scalable, secure and flexible to meet the needs of businesses that deploy a wide range of software based services to other businesses, consumers, employees, partners, and internet exchanges.	Not filed. Awaiting client response to our letter dated 9/15/00 RE: whether application is ITU or USE.
B2X PORTAL	USA				9	An intranet or internet based portal solution that supports multiple B2C, B2B and B2E initiatives from a single installation.	Not filed. Awaiting client response to our letter dated 9/15/00 RE: whether application is ITU or USE.
BRIO	United States	73/782,177 02/21/1989	1,598,264 05/29/1990		9	Computer programs for developing other computer programs.	Cancelled.
BRIO.INQUERY	United States	75/297,700 05/23/1999			9	Computer software for interactive searching, reporting and analysis and user manuals for use therewith sold as a unit.	Abandoned.
BRIOQUERY ENTERPRISE DESIGNER	United States	75/202,334 11/22/1996			9	Computer software in the field of client/server applications and manuals for use therewith, sold as a unit.	Abandoned.
BRIOQUERY ENTERPRISE EXPLORER	United States	75/202,332 11/22/1996			9	Computer software in the field of client/server applications and manuals for use therewith, sold as a unit.	Abandoned.
BRIOQUERY ENTERPRISE NAVIGATOR	United States	75/202,541 11/22/1996			9	Computer software in the field of client/server applications and manuals for use therewith, sold as a unit.	Abandoned.
BRIOQUERY NAVIGATOR	United States	75/202,493 11/22/1996			9	Computer software in the field of client/server applications and manuals for use therewith, sold as a unit.	Abandoned.

Trademark	Country/State	Appl. # File Date	Reg. # Reg. Date	Affid. Date Ren Date	Cl.	Goods Description	Comments
BRIO.WEB. WAREHOUSE	United States	75/193,973 11/06/1996			42	Consulting services in the field of computer software used to search, manage, analyze, publish, report, retrieve and query data from relational data sources and databases in client/server or global computer network environments.	Abandoned.
BROADCAST SERVER	United States	75/564,106 10/02/1998			9	Computer software for management, analysis and automation of data and databases.	Abandoned.
DASH PANEL	United States				9	Computer software for management, analysis and automation of data and databases.	Not filed.
OPEN METADATA INTERPRETER	United States	75/209,260 12/06/1996			9	Computer software in the field of client/server applications.	Abandoned.
PIVOTSHEET	United States	75/209,641 12/06/1996			9	Computer software in the field of client/server applications.	Abandoned.
POWERTOOLS FOR THE MIND	United States				9	Computer software for management, analysis and automation of data and databases.	Not filed.
QUICKCUBE	United States	75/162,882 09/09/1996			9	Computer programs to create a multidimensional data structure.	Abandoned.
SPOTLIGHTER	United States	75/202,495 11/22/1996			9	Computer software in the field of client/server applications and manuals for use therewith, sold as a unit.	Abandoned.
WHERE THE WAREHOUSE MEETS THE WEB	United States	75/193,981 11/06/1996			42	Consulting services in the computer field.	Abandoned.

TRADEMARK

RECORDED: 12/21/2001

REEL: 002414 FRAME: 0559