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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

(rev. 6-93)

MB No. 0651-001 (exp. 4/94)

101957961

To the Honorable Commissioner of Patents and Trademarks

ments or copy thereof.

1. Name of conveying party(ies): <u>DataChannel, Inc.</u> <u>600 108th Avenue NE, Suite 900</u> <u>Bellevue, Washington 98004</u>		2. Name and address of receiving party(ies): Name: <u>Netegrity, Inc.</u> Internal Address: Street Address: <u>52 Second Avenue</u> City: <u>Waltham</u> State: <u>MA</u> Zip: <u>02451</u>	
<input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: <u>Washington</u> <input type="checkbox"/> Other		<input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: <u>Delaware</u> <input type="checkbox"/> Other	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Execution Date: <u>October 25, 2001</u>			

4. Application number(s) or trademark number(s):	B. Trademark Registration No.(s)
A. Trademark Application No.(s)	
<u>SEE ATTACHED LIST</u>	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Michael Bevilacqua, Esquire</u> Internal Address: <u>Hale and Dorr LLP</u> Street Address: <u>60 State Street</u> City: <u>Boston</u> State: <u>MA</u> ZIP: <u>02109</u>		6. Total number of applications and registration involved: <p style="text-align: center;">4</p>	
7. Total fee (37 CFR 3.41).....\$115.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <i>Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.</i>			
8. Deposit account number: <u>08-0219</u> (Attach duplicate copy of this page if paying by deposit account)			

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1 ED:481 40.00 CH
2 FC:482 75.00 CH

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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.

<u>Michael Bevilacqua, Esquire</u>		<u>10/30/01</u>
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 10

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

109.182.121
Hale and Dorr LLP Docket Number

TRADEMARK
REEL: 2429 FRAME: 0478

Continuation Page for Recordation Form CoverSheet for Trademarks

DataChannel, Inc. to Netegrity, Inc.

Security Interest

Trademark	Serial No.	Filing Date
DATACHANNEL	75/265827	03/28/97
FRAMEWORK 2000	75/619579	01/12/99
X-PAGES	75/634316	02/03/99

Trademark	Reg. No.	Reg. Date
THE RIGHT INFORMATION TO THE RIGHT PERSON AT THE RIGHT TIME	2,315,419	02/08/00

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of October 25, 2001, by and between DataChannel, Inc., a Washington corporation (the "Debtor"), and Neteegrity, Inc., a Delaware corporation (the "Secured Party").

WITNESSETH:

WHEREAS, Debtor has entered into that certain Loan and Security Agreement dated as of even date herewith (as amended, modified or supplemented from time to time, the "Loan Agreement") with Secured Party; and

WHEREAS, it is a condition to the effectiveness of the Loan Agreement and any extensions of credit to or for the benefit of the Debtor thereunder that, among other things, Debtor execute and deliver to Secured Party this Agreement;

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party agree as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Loan Agreement shall have the meanings ascribed to them therein.

2. **Security Interest in Patents, Trademarks, Copyrights and Licenses.** To secure the complete and timely satisfaction of all of the obligations of Debtor to Secured Party under the Loan Agreement, the Revolving Note issued pursuant thereto and all other documents, instruments and agreements delivered by Debtor in connection therewith (collectively, the "Obligations"), the Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to all of the following assets, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which Debtor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, trade names, copyrights, copyright registrations and copyright applications including, without limitation, the trademarks, service marks, copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and

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(d) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Debtor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Marks" and all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which Debtor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all Debtor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents, Marks and Copyrights, whether Debtor is a licensor or licensee under any such license agreements (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

(iv) the goodwill of Debtor's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing grant of a security interest any of the existing Licenses (and any Patents, Marks and Copyrights currently licensed by others to Debtor pursuant to such Licenses), in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such grant of a security interest; provided further, however, that, upon Secured Party's request, Debtor will use its best efforts to obtain any consent needed to subject any such property to this grant of a security interest.

3. Restrictions on Future Agreements. Debtor agrees and covenants that, until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Debtor will not, without Secured Party's prior written consent, take any action or enter into any agreement, including, without limitation, entering into any license agreement, which is inconsistent with Debtor's obligations under this Agreement, and Debtor further agrees and covenants that without Secured Party's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Secured Party under this Agreement. Debtor agrees and covenants not to sell or assign its interest in the Patents, Marks, Copyrights or Licenses without receiving the prior written consent of Secured Party, which shall not be unreasonably withheld, conditioned or delayed.

4. Certain Covenants, Representations and Warranties of Debtor. Debtor covenants, represents and warrants (to the best of Debtor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to Debtor) that: (i) the Patents, Marks and Copyrights identified in the Schedules to this Agreement are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and, to the best of Debtor's knowledge, are not currently being challenged in any way; (ii) none of the Patents, Marks, and Copyrights identified in the Schedules to this Agreement have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) to the best of the Debtor's knowledge, each of the Patents, Marks and Copyrights identified in the Schedules to this Agreement is valid and enforceable, and Debtor is unaware of any invalidating prior act (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks or Copyrights which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks or Copyrights; (iv) to the best of Debtor's knowledge, no claim has been made that the use of any of the Patents, Marks or Copyrights identified in the Schedules to this Agreement constitutes an infringement; (v) Debtor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights identified in the Schedules to this Agreement (other than those being licensed to Debtor pursuant to the Licenses), free and clear of any liens, licenses, encumbrances or other restrictions (all collectively, "Liens") of every kind and

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nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Debtor, in each case except for (A) rights granted by Debtor pursuant to the Licenses, (B) Liens in favor of Secured Party pursuant to this Agreement or the other Loan Documents (as defined in the Loan Agreement), and (C) Liens otherwise permitted under the Loan Agreement; (vi) the Patents, Marks and Copyrights listed on Schedules A and B respectively, constitute all issued patents, patent applications, registered trademarks, registered service marks and registered copyrights in which Debtor has any right, title or interest; (vii) Debtor has the unqualified right to enter into this Agreement and perform its terms; (viii) Debtor will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights; and (ix) Debtor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Debtor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto, and Debtor shall give to Secured Party prompt written notice of any such patent, trademark or copyright applications filed. Debtor hereby authorizes Secured Party to modify this Agreement by noting any future acquired Patents, Marks or Copyrights on Schedule A or B as applicable, provided, however, that the failure of Secured Party to make any such notation shall not limit or affect the obligations of Debtor or rights of Secured Party hereunder.

6. **Rights to Use.** Debtor hereby agrees that the use by Secured Party of any Patents, Marks, Copyrights and Licenses in connection with Secured Party's exercise of its rights and remedies under this Agreement or the Loan Agreement shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to Debtor, such smaller geographic location if any is specified for Debtor's use in the applicable License, and in any event up to the extent of Debtor's rights) and without any liability for royalties or other related charges from Secured Party to Debtor.

7. **Secured Party's Right to Inspect.** Secured Party shall have the right, at any time and from time to time, to inspect Debtor's premises and to examine Debtor's books, records and operations, including, without limitation, Debtor's quality control processes for the purpose of ensuring the protection of its rights under this Agreement. From and after the occurrence of an Event of Default and notice by Secured Party to Debtor of Secured Party's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, Debtor agrees that Secured Party, or a conservator appointed by Secured Party, shall have the right to establish such additional product quality controls as Secured Party or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Debtor under the Marks consistent with the quality of products now manufactured by Debtor.

8. **Termination of the Debtor's Security Interest.** Upon satisfaction in full of the Obligations and termination of the Loan Agreement, subject to any disposition thereof which may have been made by Secured Party pursuant hereto or pursuant to any of the other Loan Documents, all security interests granted to Secured Party in the Patents, Marks, Copyrights and Licenses shall automatically terminate. Secured Party shall, at Debtor's expense, execute and deliver to Debtor all termination statements and other instruments as may be necessary or proper to terminate Secured Party's security interest in all right, title and interest in and to, the Patents, Marks, Copyrights, and Licenses granted to

Secured Party pursuant to this Agreement, subject to any disposition thereof which may have been made by Secured Party pursuant hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Secured Party.

9. **Duties of the Debtor.** Debtor shall have the duty (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and any copyright application of the Copyrights pending as of the date hereof or thereafter, (ii) to make commercially reasonable application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to take reasonable actions to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing shall be borne by Debtor. Debtor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Secured Party, which shall not be unreasonably withheld, conditioned or delayed.

10. **Secured Party's Right to Sue.** From and after the occurrence of an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Secured Party shall commence any such suit, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement, and Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Section 10.

11. **Waivers.** No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances.** Debtor shall execute and deliver to Secured Party, at any time or times hereafter at the request of Secured Party, all papers (including, without limitation, any as may be deemed desirable by Secured Party for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions, as Secured Party may request, to evidence Secured Party's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Secured Party's rights under this Agreement.

15. **Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of Secured Party's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Loan Documents or otherwise, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Debtor hereby constitutes and

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appoints Secured Party as Debtor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of an Event of Default, to (i) endorse Debtor's name on all applications, documents, papers and instruments determined by Secured Party in its sole discretion as necessary or desirable for Secured Party in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Secured Party deems in good faith to be in the best interest of Secured Party, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Loan Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Debtor hereby releases the Secured Party from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Secured Party under the powers of attorney granted herein.

16. **Binding Effect; Benefits.** This Agreement shall be binding upon and inure to the benefit of the Debtor, the Secured Party and their respective successors and permitted assigns.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the Commonwealth of Massachusetts.

18. **Subordination.** This Agreement is subject to the terms and conditions of the Subordination Agreement, pursuant to which the Secured Party has agreed with Comerica Bank to certain limitations on the Secured Party's exercise of its rights and remedies under the Loan Documents. The foregoing shall not be construed to limit, diminish or in any way affect, as between the Secured Party and the Debtor, the Obligations, the Loan Documents or the Secured Party's rights and remedies contained therein.

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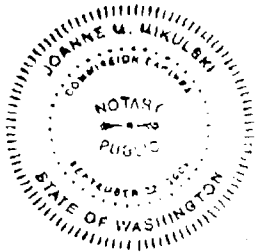
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WHEREFORE, the parties have executed this Agreement as of the date first above written.

DATACHANNEL, INC.

By: [Signature]
Name: A.J. Beach
Title: Suplco

NETEGRITY, INC.



By: [Signature]
Name: M.C. Cooke
Title: General Counsel / Asst. Dir.

STATE OF Washington
COUNTY OF King, SS.

Then personally appeared before me the above named Adrian Beach of DataChannel, Inc. and acknowledged the foregoing to be his/her free act and deed and the free act and deed of the corporation this 26 day of October, 2001.

[Signature]
Notary Public
My commission expires: Sep 22 2004

STATE OF Massachusetts
COUNTY OF Middlesex, SS.

Then personally appeared before me the above named M.C. Cooke of Netegrity, Inc. and acknowledged the foregoing to be his/her free act and deed and the free act and deed of the corporation this 29 day of October, 2001.

[Signature]
Notary Public
My commission expires: June 14, 2007

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Schedule A**Patents and Patent Applications**

M&G No	App Type	Abbreviated Title	Date Filed	Serial No	Status
50044.07USP1	Provisional	Time Generation	04/21/2000	60/198,845	Converted
50044.07USU1	Utility Patent	Automatic Form	04/23/2001	09/841,472	Pending
50044.09USP1	Provisional	Automatic Form Refill	04/21/2000	60/198,859	Converted
50044.10USP1	Provisional	Token Overriding	10/25/2000	60/243,340	Converted
50044.10USU1	Utility Patent	Customizing Web Pages	09/07/2001	09/948,194	Pending
50044.12USP1	Provisional	Client Side UI	10/25/2000	60/243,379	Converted
50044.12USU1	Utility Patent	Visual Development*	10/10/2001	Not assigned	Pending
50044.13USP1	Provisional	Sharable Community	10/25/2000	60/243,321	Will lapse
50044.14USP1	Provisional	Flexible SKU	10/25/2000	60/243,322	Will lapse
50044.15USP1	Provisional	Zone Aliasing	10/25/2000	60/243,323	Converted
50044.16USP1	Provisional	Multizone Rebuilds	10/25/2000	60/243,387	Converted
50044.17USP1	Provisional	Drag and Drop	10/25/2000	60/243,339	Will lapse
50044.18USP1	Provisional	SNAPCM	12/14/2000	60/255,499	Pending
50044.20USP1	Provisional	Two Pass Rendering	08/21/2001	60/314,159	Pending
50044.21USP1	Provisional	Property Override	08/21/2001	60/314,237	Pending

* Full title: Method and System for Creating Software Applications in a Visual Development Environment

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Schedule B

**Registered or Pending
Trademarks and Copyrights**

DataChannel Trademark	Registrations	Registration/ Serial No.
CHANNELMANAGER	EU registered	EU Serial No. 646299
DATACHANNEL	US (products, services) refilled 8/15/01 under secondary meaning; EU (products, services) pending	US Serial No. 75/265,827; EU Serial No. 646265
FRAMEWORK 2000	US pending	US Serial No. 75/619,579
X-PAGES	US pending (to be abandoned)	US Serial No. 75/634,316
THE RIGHT INFORMATION TO THE RIGHT PERSON AT THE RIGHT TIME	US registered	Reg. No. 2,315,419

Copyright Registration for "DataChannel Server" (title of work); filed Form TX on 6/25/01

BOSTON 12742244