

01-28-2002

FORM PTO-
1-31-92

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HEET

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Raindance Communications, Inc.

1-16-02

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other

Execution Date: **October 9, 2001**

2. Name and address of receiving party(ies):

Name: Silicon Valley Bank

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: Ca ZIP: 95054

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Delaware**
- Other

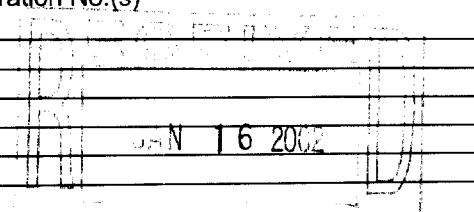
If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

76/255,126 76/255,127 76/255,129 76/297,324
 76/255,128 76/267,361 76/255,130 76/297,439
 76/284,729 76/284,925 76/297,440

B. Trademark Registration No.(s)



Additional numbers attached? Yes No

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

Name: Silicon Valley Bank

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

DO NOT USE THIS SPACE

6. Total number of applications and registrations involved: **11**

7. Total fee (37 CFR 3.41):\$ **290.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Josephine M. Carino
Name of Person Signing

Josephine M. Carino
Signature

10/15/01
Date

Total number of pages comprising cover sheet: 9

OMB No 0651-0011 (exp 4/94)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 9, 2001 by and between SILICON VALLEY BANK ("Bank") and RAINDANCE COMMUNICATIONS, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated October 9, 2001 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

This Agreement and the security interest in the Intellectual Property Collateral shall terminate upon Grantor's satisfaction in full of all Obligations and termination of the Bank's Obligations to Bank. Bank shall, at the cost and expense of Grantor, execute and deliver to Grantor all such documents and instruments as shall be necessary to evidence termination of this Agreement and the security interest created hereunder.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1157 Century Drive
Louisville, CO 80027

Attn: General Counsel

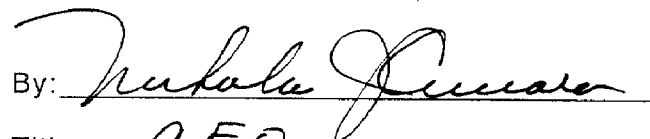
Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

GRANTOR:

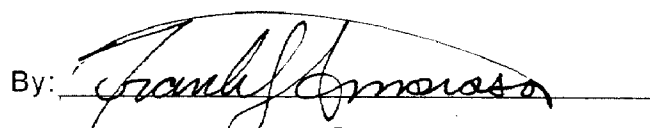
Raindance Communications, Inc.

By: 

Title: CFO

BANK:

SILICON VALLEY BANK

By: 

Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
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Issued Patents:

Collaborative Web Browser	5,944,791	8/31/99
Browser Controller	6,263,365 B1	7/17/01

US Patent Applications:

System And Method For Application Viewing Through Collaborative Web Browsing Session	09/442,517	11/18/99
System And Method For Record And Playback of Collaborative Web Browsing Session	09/442,518	11/18/99
System And Method For Voice Transmission Over Network Protocol	09/434,619	11/5/99
Method Apparatus For Automatically Data Streaming a Multiparty Conference Session	09/794,002	2/28/01

International Patent Applications:

System And Method For Voice Transmission Over Network Protocol	WO 01/33799 A2	5/10/01
System And Method For Application Viewing Through Collaborative Web Browsing Session	WO 01/37144 A2	5/25/01
System And Method For Record And Playback of Collaborative Web Browsing Session	WO 01/37125 A2	5/25/01

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

U.S. Trademarks:

RAINDANCE

76/255,126
(Int'l Class 9)

5/10/01

76/255,127
(Int'l Class 38)

5/10/01

76/255,129
(Int'l Class 39)

5/10/01

76/297,324
(Int'l Class 42)

8/9/01

RAINDANCE COMMUNICATIONS

76/255,128
Int'l Class 9

5/10/01

76/267,361
Int'l Class 38

6/5/01

76/255,130
Int'l Class 39

5/10/01

76/297,439
Int'l Class 42

8/9/01

76/284,729
Int'l Class 38

7/13/01



RAINDANCE

76/284,925
Int'l Class 39

7/13/01

76/297,440
Int'l Class 42

8/9/01

International Trademarks:

RAINDANCE

Australia
(Class 9, 38 & 39)

Request sent to
foreign counsel
on 8/23/01



RAINDANCE

Australia
(Class 9, 38 & 39)

Request sent to
foreign counsel
on 8/23/01

RAINDANCE

Canada

8/7/01

Canada

8/7/01



RAINDANCE

RAINDANCE

Community
Trademark (CTM)
(Class 9, 38 & 39)

Request sent to
foreign counsel
on 8/23/01

Community
Trademark (CTM)
(Class 9, 38 & 39)

Request sent to
foreign counsel
on 8/23/01



RAINDANCE

RAINDANCE

Japan
(Class 9, 38 & 39)

Request sent to
foreign counsel
on 8/23/01

Japan
(Class 9, 38 & 39)

Request sent to
foreign counsel
on 8/23/01



RAINDANCE

RAINDANCE

Mexico
(Class 9, 38 & 39)

Request sent to
foreign counsel
on 8/23/01

Mexico
(Class 9, 38 & 39)

Request sent to
foreign counsel
on 8/23/01



RAINDANCE

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

2840769_2.doc