

02-25-2002

FORM PTO-  
1-31-92

RE



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

2.402

101991565

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

**TEAMSHARE, INC.**

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

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

3. Nature of conveyance:

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

10/24/01

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 **DE**
- 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)

2,208,294 75/905,696  
 2,326,601  
 2,326,643  
 2,349,269  
 75/729,019

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

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): .....\$ 165.00  
 Enclosed

Authorized to be charged to deposit account

8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

02/22/2002 LNUJELLER 00000249 2208294

01 FC:481 40.00 OP  
 02 FC:482 125.00 OP

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.

Shannon Hubbard  
Name of Person Signing

*Shannon Hubbard*  
Signature

10/30/01  
Date

Total number of pages comprising cover sheet:

OMB No 0651 -0011 (exp 4/94)

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 24, 2001 by and between SILICON VALLEY BANK ("Bank") and TEAMSHARE, 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 24, 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.

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:  
1975 Research Parkway, Suite 200  
Colorado, Springs, CO 80920

Attn: ROBERT GILMORE

Address of Bank:  
3003 Tasman Drive  
Santa Clara, CA 95054

Attn: Kevin Gussman

GRANTOR:

TEAMSHARE, INC.

By: Robert Gilmore

Title: CFO

BANK:

SILICON VALLEY BANK

By: Kevin Gussman

Title: VP

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

(NONE)

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

(NONE)

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TEAMTRACK	2,208,294	12/08/98
TEAMSHARE	2,326,601	03/07/00
TEAMSHARE and Design	2,326,643	03/07/00
TEAMSHARE and Design	2,349,269	05/16/00
TEAMTRACK ONLINE	75/729019	07/07/99
tSUPPORT	75/905696	01/28/00

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

(NONE)