

03-22-2002

FORM PTO-1594
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102028315

To the Honorable Commissioner of

Patent and Trademark Office
I enclose the attached original documents or copy thereof.

B. 22-02

1. Name of conveying party(ies):
SEEBEYOND TECHNOLOGY CORPORATION

Individual(s) citizenship:
Association: *3-22-02*

General Partnership:
Limited Partnership:
Corporation - State: CALIFORNIA
Other:

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

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

Name: COMERICA BANK-CALIFORNIA
Address: 611 ANTON BOULEVARD, SECOND FLOOR
City: COSTA MESA State: CA Zip: 92626

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

3. Nature of Conveyance:

[] Assignment [] Merger
[X] Security Agreement [] Change of Name
[] 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 [x] No

Execution Date: December 4, 2000

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

A. Trademark Application No.(s)
78/021,204 ~~78/021,206~~ 76/268,432
~~76/268,433~~ 78/032,121

B. Trademark Registration No.(s)

Additional numbers attached? [] Yes [x] No

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

Name: Erin O'Brien
Internal Address: **GRAY CARY WARE & FREIDENRICH**
4365 Executive Drive, Suite 1100
San Diego, CA 92121-2133

6 Total number of applications and registrations involved:

*RECEIVED
MARCH 22 11 41 AM '02
ASSIGNMENTS DIV*

7. Total fee (37 CFR 3.41) \$ 140.00
[x] 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

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.

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

March 21, 2002
Date

Total number of pages comprising cover sheet: [7]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

03/22/2002 DBYRNE 00000161 78021204

01 FC:481 40.00 OP
02 FC:482 100.00 OP

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TRADEMARK
REEL: 002466 FRAME: 0861

AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of October 31, 2001 by and between COMERICA BANK-CALIFORNIA ("Bank") and SEEBEYOND TECHNOLOGY CORPORATION, a Delaware corporation ("Grantor").

RECITALS

A. Grantor and Bank are parties to an Intellectual Property Security Agreement dated as of December 4, 2000 (the "Original Agreement"). Grantor and Bank wish to amend and restate the terms of the Original Agreement.

B. 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 as of December 4, 2000, as amended by that certain Amendment to Loan and Security Agreement dated as of June 10, 2001, and by that certain Second Amendment to Loan and Security Agreement dated as of even date herewith (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).

C. Bank is willing to enter into the Loan Agreement with Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 and Trademarks listed on Schedules A, B and C 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused 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:

181 W. Huntington Drive, Ste. 110
Monrovia, CA 91016

Attn: Mark A. Brooks

GRANTOR:

SEEBEYOND TECHNOLOGY CORPORATION

By: 

Title: Senior VP of Finance & CFO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

611 Anton Boulevard, Second Floor
Costa Mesa, CA 92626

Attn: Ms. Bonnie E. Kehe

By: 

Title: SVP & Manager

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
DataDental 3.1	TXU921-788	10/15/99
DataGate 0.9	TXU 935-613	10/15/99
DataGate 2.6	TXU910-501	10/15/99
DataGate 3.6.2	TXU920-168	10/04/99
Universal Index 3.6.1; DataLoad 2.2; Universal Encounter 3.6.1	TXU920-149	10/15/99
DataGate Alert Notifier 3.6	TXU920-169	10/04/99
DataGateWays: Async/Serial DatagateWay 3.6; COM/DCOM DatagateWay 3.6; CORBA- VisiBroker DataGateWay 3.6; DART-ODBC DataGateWay 3.6.2 DART-Oracle DataGateWay 3.6.2; DART-Sybase DataGateWay 3.6.2; FTP DataGateWay 3.6; IBM-MQSeries DatagateWay 3.6; PeopleSoft Message Agent DataGateWay 3.6.2; SAP-ALE DataGateWay 3.6; SAP-EDI DataGateWay 3.6; ScreenScripter DataGateWay 3.6; TCP/IP DataGateWay 3.6; TCP/IP-HL7 DataGateWay 3.6; XML DTD Converter	TXU920-170	10/04/99
SNMP Agent	TXU 957-862	05/24/01
Secure Messaging Extension 4.1	TXU 954-311	06/02/00
COBOL Copybook Converter 4.1	TXU 954-062	06/02/00
Sybase IQ 4.1	TXU 955-967	06/05/00
Oracle IA 4.1	TXU 955-967	06/05/00
MQSeries	TXU 954-061	06/02/00
E*Gate 4.0.1	TXU 747-043	10/10/00
E*Gate 4.0	TXU 969-001	10/30/00
E*Ways for E*Gate 4.0.1	TXU 996-124	10/10/00
E*ways for E*Gate 4.0	TXU 982-714	10/02/00

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Systems and Methods for Analyzing Business Processes	09/820,277 PCT/US01/09937	03/28/01 03/28/01
System and Method of Intelligent Queuing	09/704,016 PCT/US00/41737	11/01/00 11/01/00
Systems and Methods for Providing Centralized Management of Heterogeneous Distributed Enterprise Application Integration Objects	09/703,888 PCT/US00/41738	11/01/00 11/01/00
Methods and Systems for Message Translation and Parsing of Data Structures in a Distributed Component Architecture	09/704,275	11/01/00

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
B2B Bash	78/005,626	04/25/00
E*xchange	78/002,369	04/03/00
Intelligent Bridge	78/002,361	04/03/00
Ibridge	75/960,835	03/17/00
EBI	75/960,834	03/17/00
Hipaaware	75/897,286	01/18/00
E*Way	75/768,008	08/04/99
IQ	75/767,353	08/04/99
E*Gate	75/664,354	03/19/99
Proven Return on Integration	2,302,198	12/21/99
STC	2,418,653	01/09/01
Proven Return on Integration	2,404,748	11/14/00Z
Dataload	2,241,561	04/27/99
Datagateway	75/381,461	10/29/97
STC (and design)	2,264,230	07/27/99
Datadental	2,186,326	09/01/98
Datadental	2,186,324	09/01/98
Datagate	2,161,160	06/02/98
SeeBeyond	78/021,204	08/14/00
SeeBeyond Technology Corporation	78/021,206	08/04/00
SBDOS	76/268,432	06/06/01
E*Xpressway	76/268,433	06/06/01
SeeBeyond Technology Corporation	78/032,121	10/24/00

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