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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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FINANCE SECTION

04-12-2002



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Other _____

Effective Date
Month Day Year
05/17/2001

Conveying Party

Mark if additional names of conveying parties attached

Name SHC Ambeo Acquisition Corp.

Execution Date
Month Day Year
05/17/2001

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization DE / USA

Receiving Party

Mark if additional names of receiving parties attached

Name Sand Hill Capital Holdings, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 3000 Sand Hill Road

Address (line 2) Building 1, Suite 155

Address (line 3) Menlo Park CA / USA 94025

- Individual General Partnership Limited Partnership Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association
 Other _____

Citizenship/State of Incorporation/Organization DE / USA

FOR OFFICE USE ONLY

04/12/2002 TDIAZI 00000044 76059145
01 FC:481 40.00 OP
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.
Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

| | | | | | |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|
| <input type="text" value="76/059,145"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="76/059,308"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Kristine M. Miller

Name of Person Signing

Kristine M. Miller
Signature

3/26/2002
Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 17, 2001 by and between SAND HILL CAPITAL HOLDINGS, INC. ("Sand Hill") and SHC AMBEO ACQUISITION CORP., a Delaware corporation ("Borrower"), with reference to the following facts:

Sand Hill and Borrower are parties to that certain loan agreement of even date (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Sand Hill a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral.

NOW, THEREFORE, Borrower agrees as follows:

To secure performance of its "Obligations" as defined in the Loan Agreement, Borrower grants to Sand Hill a security interest in all of Borrower's right, title and interest in Borrower's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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).

Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all of Grantor's software, computer programs and other works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to Grantor on a non-exclusive basis), including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Grantor. Grantor represents and warrants that all intellectual property rights listed on Schedules A, B and C hereto have been registered (or registration has been applied for) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except with respect to the item listed on Schedule C - Copyrights as "WAREHOUSE SECURITY." Grantor represents and warrants that WAREHOUSE SECURITY is not a product of Borrower or used by Borrower. Grantor shall apply to register WAREHOUSE SECURITY with the United States Copyright Office within fifteen days of its use as a product or if it becomes of other material value. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional patents, trademarks, software, computer programs and other works of authorship developed or acquired by Grantor from time to time hereafter (including without limitation revisions or additions to the intellectual property rights listed on such Schedules A, B and C). Grantor shall from time to time, execute and file such other instruments, and take such further actions as Sand Hill may reasonably request from time to time to perfect or continue the perfection of Sand Hill's interest in the intellectual property.

This security interest is granted in conjunction with the security interest granted to Sand Hill under the Loan Agreement. Each right, power and remedy of Sand Hill provided for herein shall not preclude the simultaneous or later exercise by Sand Hill of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

7430 E. Caley Avenue, Suite 100
Englewood, Colorado 80111
Attn: Brian Williams
Fax: (303) 221-4010

SHC AMBEO ACQUISITION CORP.

By Brian Williams
Title VP CFO

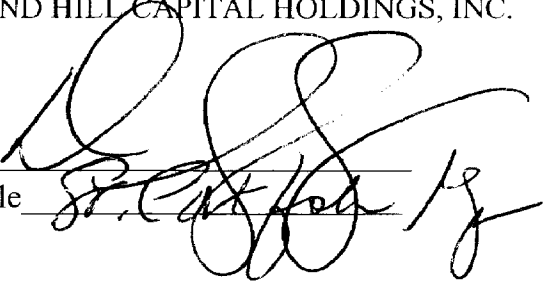
Address of Sand Hill:

1900 Avenue of the Stars, Suite 960
Century City, CA 90067
Attn: Dawn Anzack-Ayers
Fax: (310) 551-5415

SAND HILL CAPITAL HOLDINGS, INC.

By

Title



The image shows a handwritten signature in black ink, which appears to be "Dawn Anzack-Ayers". The signature is written over two horizontal lines that serve as guides for the "By" and "Title" fields. The signature is fluid and cursive.

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Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all of Grantor's software, computer programs and other works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to Grantor on a non-exclusive basis), including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Grantor. Grantor represents and warrants that all intellectual property rights listed on Schedules A, B and C hereto have been registered (or registration has been applied for) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except with respect to the item listed on Schedule C - Copyrights as "WAREHOUSE SECURITY." Grantor represents and warrants that WAREHOUSE SECURITY is not a product of Borrower or used by Borrower. Grantor shall apply to register WAREHOUSE SECURITY with the United States Copyright Office within fifteen days of its use as a product or if it becomes of other material value. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional patents, trademarks, software, computer programs and other works of authorship developed or acquired by Grantor from time to time hereafter (including without limitation revisions or additions to the intellectual property rights listed on such Schedules A, B and C). Grantor shall from time to time, execute and file such other instruments, and take such further actions as Sand Hill may reasonably request from time to time to perfect or continue the perfection of Sand Hill's interest in the intellectual property.

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7430 E. Caley Avenue, Suite 100
Englewood, Colorado 80111
Attn: Brian Williams
Fax: (303) 221-4010

SHC AMBEO ACQUISITION CORP.
By Brian Williams
Title JP CEO

*Schedule A amended to include "IONWHY"
2/14/2002 Ken Richardson, President*

Sand Hill/Ambco II / 001 - Loan Docs/IP Agmt-1

SCHEDULE A

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------|---|---|
| Ambeo | 76/059,308 | 05/30/00 |
| IONWHY | 76/059,145 | 05/30/00 |

SCHEDULE B

Patents

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|---|---|
| Distributed Metadata System and Method | 09/151,748 | |

SCHEDULE C

Copyrights

| <u>TITLE</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|-----------------------------|---|---|
| ACTIVITY TRACKER CLIENT | TX 5-203-829 | 10/31/00 |
| ACTIVITY TRACKER SERVER | TX 5-203-827 | 10/31/00 |
| CONTENT TRACKER | TX 5-203-822 | 10/31/00 |
| COST TRACKER | TX 5-203-816 | 10/31/00 |
| DBWRITER | | |
| DISPATCHER | TX 5-203-832 | 10/31/00 |
| FILE EXCHANGE CLIENT | TX 5-203-834 | 10/31/00 |
| FILE EXCHANGE SERVER | TX 5-203-812 | 10/31/00 |
| GEM CONSOLE | TX 5-203-817 | 10/31/00 |
| GEM SERVER | TX 5-203-833 | 10/31/00 |
| METAEXCHANGE | TX 5-203-818 | 10/31/00 |
| METAVIEW | TX 5-203-823 | 10/31/00 |
| PCEXECD | TX 5-203-808 | 10/31/00 |
| QUERYWATCH KNOWLEDGE MODULE | TX 5-203-830 | 10/31/00 |
| REFERENCE WINDOW | TX 5-203-809 | 10/31/00 |
| REFRESHMENT TRACKER | TX 5-203-825 | 10/31/00 |
| SQLPACKER | TX 5-203-813 | 10/31/00 |
| SQLTRAP | TX 5-203-824 | 10/31/00 |
| STIREADER | TX 5-203-820 | 10/31/00 |
| STIWRITER | TX 5-203-811 | 10/31/00 |
| TERADATA SQLTRAP FOR MVS | TX 5-203-819 | 10/31/00 |
| USAGE TRACKER CLIENT | TX 5-203-831 | 10/31/00 |
| WEBSENDER | TX 5-203-826 | 10/31/00 |
| WEBRECEIVER | TX 5-203-815 | 10/31/00 |
| DBUPDATER | TX 5-203-814 | 10/31/00 |
| ACTIVATOR | TX 5-203-821 | 10/31/00 |
| WAREHOUSE SECURITY | N/A | N/A |