

07-16-2002



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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings → → →

RECORDATION FORM CC
TRADEMARKS

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

1. Name of conveying party(ies):

Circadence Corporation

6-28-02

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

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

3. Nature of conveyance:

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

Execution Date: 06/19/02

2. Name and address of receiving party(ies)

Name: Hewlett-Packard Company

Internal

Address:

Street Address: 333 Logue Avenue, MS32

City: Mountain View State: CA Zip: 94043

- ☐ 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 registration number(s):

A. Trademark Application No.(s) 76102428;
76102552; 76102284; 76102566;

B. Trademark Registration No.(s) 2,276,457;
2,097,607

Additional number(s) attached ☒ Yes ☐ No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address:

Street Address: 101 California St., Suite 3900

Attn: Ted H. Sien

City: San Francisco State: CA Zip: 94111

6. Total number of applications and

registrations involved: 10

7. Total fee (37 CFR 3.41).....\$

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.

Ted H. Sien

Name of Person Signing

David Adams

Signature

6/25/02

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 Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002543 FRAME: 0869

ATTACHMENT TO RECORDATION COVER SHEET (TRADEMARKS ONLY)

DEBTOR: CIRCADENCE CORPORATION
SECURED PARTY: HEWLETT-PACKARD COMPANY

APPLICATION OR REGISTRATION NUMBER
76103285
76102551
76102220
76102567

**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

Dated: June 19, 2002

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of June 19, 2002, is made by Circadence Corporation, a Delaware corporation (the "Company") in favor of Hewlett-Packard Company, a Delaware corporation and its permitted assigns ("HP").

RECITALS

A. The Company and HP have entered into (i) that certain \$54,000,000 (Fifty-Four Million Dollar) Convertible Secured Promissory Note dated August 21, 2000, as amended (the "Note"), (ii) that certain Note Purchase Agreement dated as of August 21, 2000 (the "Purchase Agreement"), and (iii) that certain Settlement and Amendment Agreement dated as of June 19, 2002 (the "Settlement Agreement"). Pursuant to the terms of the Note, HP has extended to the Company certain financial accommodations for the benefit of the Company, and the Company has agreed to repay HP pursuant to the terms thereof. Pursuant to the Settlement Agreement the parties have amended the Note to grant to HP a security interest in the Intellectual Property Collateral defined below.

B. Pursuant to the Note and the Settlement Agreement, the Company is required to execute and deliver to HP, for the benefit of HP, this Intellectual Property Security Agreement.

AGREEMENT

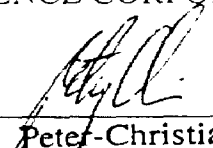
NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and HP hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Note shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the UCC to the extent the same are used or defined therein.
2. Grant of Security Interest in Intellectual Property Collateral. The Company hereby grants to HP, for the benefit of HP, a continuing first priority security interest upon all of the Company's right, title and interest in, to and under the property described in Schedules I and II, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral").

3. Incorporation of Note Security Provision. The security interest granted pursuant to this Agreement is granted in conjunction with the liens granted to HP, for the benefit of HP, pursuant to the Note. The Company hereby acknowledges and affirms that the rights and remedies of HP with respect to the liens granted under this Agreement are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. Release of Collateral. HP agrees that, so long as no Event of Default has occurred and is continuing under the Note, upon the payment in full of the Note HP shall execute all documents necessary and appropriate to release its security interest in the Intellectual Property Collateral.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

CIRCADENCE CORPORATION

By: 
 Name: Peter-Christian Olivo
 Title: Executive Vice President and General Counsel

HEWLETT-PACKARD COMPANY

By: _____
 Name: _____
 Title: _____

3. Incorporation of Note Security Provision. The security interest granted pursuant to this Agreement is granted in conjunction with the liens granted to HP, for the benefit of HP, pursuant to the Note. The Company hereby acknowledges and affirms that the rights and remedies of HP with respect to the liens granted under this Agreement are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
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IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

CIRCADENCE CORPORATION

By: _____
 Name: _____
 Title: _____

HEWLETT-PACKARD COMPANY

By: [Signature]
 Name: W BISHOP
 Title: FINANCIAL MANAGER

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY COLLATERAL

All right, title and interest of Circadence Corporation (the "Company") now owned or hereafter acquired in and to the following (collectively, the "Collateral"):

- (1) All patentable inventions, patent rights, shop rights, letters of patent of the United States or any other country, all right, title and interest in the foregoing, and all registrations and recordings of the foregoing, including all patent registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, including any software pertaining to those set forth on Schedule II attached hereto (collectively, the "Patents");
- (2) All copyrights, including all original works of authorship fixed in any tangible medium of expression; all right, title, and interest in the foregoing, and all registrations and recordings of the foregoing, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or political subdivision thereof, including any software pertaining to those set forth on Schedule II attached hereto (collectively, the "Copyrights");
- (3) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired; all right, title, and interest in the foregoing, all registrations and recordings of the foregoing, including all applications, registrations, and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, including those set forth on Schedule II attached hereto (collectively, the "Trademarks");
- (4) All rights of the Company under any written agreement with respect to the use of any Patents, Copyright, Trademark, trade secrets, or proprietary or confidential information, including rights of a licensee or licensor with respect thereto;
- (5) All goodwill, trade secrets, software, proprietary or confidential information, technical information, procedures, formulae, quality control standards, operating and training manuals and customer lists, including, without limitation, with respect to any Patents, Copyrights, and Trademarks; and

- (6) All products and proceeds of the foregoing, and, in any event, (a) any and all proceeds of any insurance, indemnity or warranty payable to the Company from time to time with respect to any of the Collateral, (b) any and all payments made or due and payable to the Company from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority, (c) any and all recoveries by the Company against third parties with respect to any litigation or dispute concerning any of the Collateral, and (d) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, upon disposition or otherwise.

SCHEDULE II
INTELLECTUAL PROPERTY COLLATERAL
(PART A)
PATENTS

(including Patent Applications)

Docket No.	Country	Filing Date	Application No.	Patent No.	Title
	U.S.A.	5/14/97		6,050,898	INITIATING AND SCALING MASSIVE CONCURRENT DATA TRANSACTION
	U.S.A.	6/18/97		5,964,660	NETWORK MULTIPLAYER GAME
	U.S.A.	2/17/99		6,179,713 B1	FULL-TIME TURN BASED NETWORK MULTIPLAYER GAME

(PART B)

COPYRIGHTS

(including Copyright Applications)

COPYRIGHTS	JURISDICTION	APPLICATION OR REGISTRATION DATE	APPLICATION OR REGISTRATION NUMBER

(PART C)
TRADEMARKS

(including Trademark Applications)

TRADEMARK	JURISDICTION	APPLICATION OR REGISTRATION DATE	APPLICATION OR REGISTRATION NUMBER
VR-1 CONDUCTOR	U.S.A.	June 11, 1997	2,276,457
BIDCAST	U.S.A.	September 16, 1997	2,097,607
CIRCADENCE CONDUCTOR	U.S.A.	August 2, 2000	76-102,428
TMP	U.S.A.	August 2, 2000	76-102,552
TRANSPORT MORPHING PROTOCOL	U.S.A.	August 2, 2000	76-102,284
CONDUCTOR SOLUTIONS FOR E-BUSINESS	U.S.A.	August 2, 2000	76-102,566
CONDUCTOR QOS	U.S.A.	August 4, 2000	76-103,285
VR-1 CONDUCTOR	U.S.A.	August 2, 2000	76-102,551
CIRCADENCE	U.S.A.	August 3, 2000	76-102,220
CIRCADENCE	U.S.A.	August 2, 2000	76-102,567