

07-26-2002



102170271

FORM PTO/599
(Rev. 03/01)
OMB No. 0651-0027 (exp. 05/31/2002)

ET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

JUL 2

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

1. Name of conveying party(ies): Synchrologic, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other		2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: HA155 Street Address: 3003 Tasman Drive City: Santa Clara State: CA ZIP: 95054	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Correction to Filing: In an attempt to correct filing status, please replace initial filing with this filing. Thank you!		<input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State-Delaware <input type="checkbox"/> Other If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No Execution Date: 07/16/02			

4. Application number(s) or registration number(s):	
A. Trademark Application No.(s)	B. Trademark No.(s)
76/153,311	
75/790,976	
75/721,959	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:		6. Total number of applications and registrations involved: 3	
Name: Silicon Valley Bank Internal Address: Loan Documentation HA155 Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054		7. Total fee (37 CFR 3.41): \$Amount already submitted. <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> 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.

Maribel Arteaga **Maribel Arteaga** **7/16/02**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002550 FRAME: 0424

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

1. Name of conveying party(ies):

Synchrologic, Inc.

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

H. 22.02

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

3. Nature of conveyance:

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

Execution Date: April 2, 2002

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

Name: Silicon Valley Bank
Internal Address: ~~HAT55165~~ 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

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

76,153,311

~~75,190,976~~

75,721,959

B. Trademark 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 ~~HA155165~~ HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41):

\$ 90.-

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

04/30/2002 TDIAZ1 00000257 75790976

01 FC:481 40.00 OP

02 FC:482 50.00 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.

Jamie Cava

Name of Person Signing

Signature

4/4/02

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 002550 FRAME: 0425

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 2, 2002 by and between SILICON VALLEY BANK ("Bank") and SYNCHROLOGIC, 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 April 2, 2002 (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 and Patents 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 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 reissues, 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.

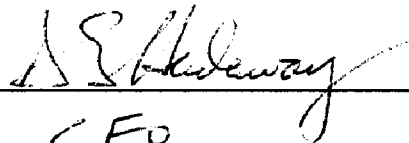
Address of Grantor:

200 North Point Center East
Suite 650
Alpharetta, Georgia 30022

Attn: JOHN DANCU

GRANTOR:

SYNCHROLOGIC, INC.

By: 

Title: CFO

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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.

GRANTOR:

Address of Grantor:

SYNCHROLOGIC, INC.

200 North Point Center East
Suite 650
Alpharetta, Georgia 30022

By: _____

Title: _____

Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: _____

Title: _____

Attn: _____

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.

GRANTOR:

Address of Grantor:

SYNCHROLOGIC, INC.

200 North Point Center East
Suite 650
Alpharetta, Georgia 30022

By: _____

Title: _____

Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: Alan P. Spring

Title: SENIOR VICE PRESIDENT

Attn: _____

EXHIBIT A

Copyrights

The Company claims copyright protection with respect to all of its Software products and documentation but has not registered any of its products with the United States Copyright Office. The Company's products include:

- (a) iMobile Data Synchronization (for handheld or laptop computers)
- (b) iMobile File Distribution (for handheld or laptop computers)
- (c) iMobile Systems Management (for handheld or laptop computers)
- (d) RealSyncServer Basic Data Synchronization (for handheld computers)
- (e) RealSyncServer PIM and Email Synchronization (for handheld computers)

Note that these products are sold in many combinations and the combination of the items (a) – (c) are referred to as the "iMobile Suite" when sold together. iMobile Suite for handheld computers also includes RealSyncServer Basic Data Synchronization

EXHIBIT B

Patents

Patent Issued

DATABASE SYNCHRONIZATION AND ORGANIZATION SYSTEM AND METHOD – Patent No.: 6,226,650; Issue Date: May 1, 2001

This patent covers the core technology of Synchrologic's iMobile Data Synchronization product (i.e., "advanced" data synchronization product). It relates to a method and system for updating databases, and more particularly, relates to a method and system for synchronizing remote databases. Conceptually, this invention is a method for synchronizing "client" computer systems with a server database by dividing data to be distributed from a server database into groups and assigning one or more of the groups to each client computer system subscribing to the groups. The technology enables efficient operation of complex business applications involving intricate business logic and data sharing rules among mobile users.

Pending Patent Applications

A SYSTEM AND METHOD FOR FILE TRANSMISSION USING FILE DIFFERENTIATION – Serial No.: 09/887,840; Filing Date: June 22, 2001

This patent application covers Synchrologic's iMobile File Distribution and iMobile Systems Management products, and also is integral to the file distribution methods used by its iMobile Data Synchronization product. It relates to a method and system for updating files, and more particularly relates to a method for efficiently synchronizing files between a server and remote computing devices using "file differentiation". File differentiation optimizes the time to synchronize files on different computer systems. This method determines the difference between two files to be synchronized and transfers only differences in the files between the two computer systems thereby optimizing synchronization and data transfer time.

A SYSTEM AND METHOD FOR DATA SYNCHRONIZATION BETWEEN REMOTE DEVICES – Serial No.: Unknown as just filed; Filing Date: January 3, 2002

This patent application covers the core technology of Synchrologic's Email Plus product. This technology enables remote users to universally synchronize vital personal information between their computing devices. It also enables delivery of information to mobile users that is particularly relevant and personalized (generally, information associated with a particular time and or place associated with a user's personal calendar information). This patent application includes synchronization and file differencing technologies embodied in this product and includes both wire line and wireless connectivity applications.

TRADEMARK

REEL: 002550 FRAME: 0431

EXHIBIT C

Trademarks

<u>Name of Trademark</u>	<u>Serial no.</u>	<u>Status</u>
READYSYNCGO!	76-153,311	Pending
IMOBILE SUITE	75-790,976	Pending
IMOBILE	75-721,959	Pending