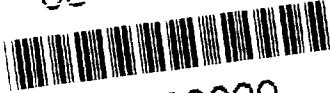


08-16-2002



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FORM PTO-1618A

Expires 6/30/99  
OMB 0651-0027

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

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Submission Type

- New 8.6.02
- 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 Effective Date
- Month Day Year
- June 1 2001**
- Change of Name
- Other **Foreclosure**

Conveying Party

Mark if additional names of receiving parties attached

Name **Paraform, Inc.**

Execution Date  
Month Day Year  
**August 28, 2000**

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship \_\_\_\_\_

Receiving Party

Mark if additional names of receiving parties attached

Name **Sand Hill Capital II, LP**

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) **3000 Sand Hill Road, Building 2, Suite 110**

Address (line 2) **Menlo Park**

Address (line 3) **California 94025**

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- State of Incorporation \_\_\_\_\_

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*).

08/15/2002 STON11 00000124 071907 2358265

FOR OFFICE USE ONLY

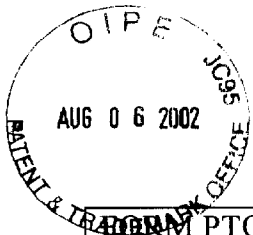
01 FC:481 10-00 CH

Public burden reduction information is estimated to average 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 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

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Gray Cary\PA\10249308.1  
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TRADEMARK  
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PTO-1618A

Expires 6/30/99  
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Page 2

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

**Domestic Representative Name and Address**

Enter the first Receiving Party Only

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondence Name and Address**

Area Code and Telephone Number **650 833-2354**

Name **Heather A. Dunn**

Address (line 1) **Gray Cary Ware & Freidenrich LLP**

Address (line 2) **400 Hamilton Avenue**

Address (line 3) **Palo Alto**

Address (line 4) **California 94301-1833**

**Pages**

Enter the total number of pages of the attached conveyance document  
including any attachments **# 5**

**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)**

[ ]	[ ]	[ ]		<u>2,358,265</u>	[ ]	[ ]
[ ]	[ ]	[ ]		[ ]	[ ]	[ ]
[ ]	[ ]	[ ]		[ ]	[ ]	[ ]

**Number of Properties**

Enter the total amount of properties involved. **# 1**

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): **\$40.00**

Method of Payment: Enclosed  Deposit Account

Deposit Account **Gray Cary Ware & Freidenrich**

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

Deposit Account Number: **# 07-1907**

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 a deposit account are authorized, as indicated herein.*

**Heather A. Dunn**

Signature

Date Signed



## NOTICE OF DEFAULT

June 1, 2001

TO:

**VIA FACSIMILE, E-MAIL, AND UPS**

Paraform, Inc.  
3052 Bunker Hill Lane, Suite 200  
Santa Clara, California 95054  
Att'n: Mr. Charles Schafer  
Fax: 408-855-4360

Sand Hill Capital II, LP ("Secured Party") hereby gives notice that material Events of Default or events that, with the passage of time or giving of notice or both, would constitute an Event of Default ("Defaults") have occurred and are continuing under the Loan Agreement, dated August 28, 2000, between Paraform, Inc. ("Debtor") and Secured Party (as amended, restated, supplemented, or modified from time to time, the "Loan Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement. The Loan Agreement and all other present and future documents and agreements relating thereto are collectively referred to herein as the "Loan Documents".



Without limitation upon Secured Party's rights and remedies in the case of Event of Default, Section 6(a) of the Loan Agreement and Sections 9502 and 9503 of the California Uniform Commercial Code provide Secured Party the right to all collections on Debtor's accounts receivable and general intangibles. **DEMAND HEREBY IS MADE** that Debtor pay all such proceeds to Secured Party if and to the extent such proceeds (a) are not paid to Silicon Valley Bank for application to the outstanding Silicon Obligations in accordance with that certain Intercreditor Agreement, dated August \_\_, 2000, between Silicon and Secured Party, and acknowledged by Debtor (the "Intercreditor Agreement"), or (b) exceed the lower of the amount of the "Senior Debt" (as such term is defined in the Intercreditor Agreement) and the aggregate amount of all outstanding Silicon Obligations

This letter is without prejudice to any other rights and remedies which Secured Party now has or may hereafter acquire, and any and all such rights and remedies are hereby expressly reserved.

Sand Hill Capital II, LP

By:  
Title:



**NOTICE OF PUBLIC FORECLOSURE SALE**  
(California Uniform Commercial Code §9504)

June 19, 2001

TO: VIA FACSIMILE, E-MAIL, U.S. MAIL, AND FEDERAL EXPRESS

Paraform, Inc.  
3052 Bunker Hill Lane, Suite 200  
Santa Clara, California 95054  
Att'n: Mr. Charles Schafer  
Fax: 408-855-4360

Sand Hill Capital II, LP ("Secured Party") and Paraform, Inc. ("Debtor") are parties to the following agreements (collectively, the "Loan Documents"): (a) Loan Agreement, dated August 28, 2000 (as amended, restated, supplemented, or modified from time to time, the "Loan Agreement"), (b) Intellectual Property Security Agreement, dated August 28, 2000, and (c) related documents executed in connection therewith.

The sale will be without prejudice to the rights and remedies which Secured Party now has or may hereafter acquire against the Debtor, and any guarantors of the obligations of Debtor, all of which are hereby expressly reserved.

The proceeds of the sale or sales of the Collateral will be applied as follows: first to the expenses incurred by Secured Party in retaking, holding, preparing and selling the Collateral and all other costs and expenses in connection therewith (including without limitation attorneys' fees); next to interest due upon the unpaid principal balance of all indebtedness, liabilities and obligations of Debtor to Secured Party; and next to the unpaid principal balance of all indebtedness, liabilities and obligations of Debtor to Secured Party. Debtor and any guarantors shall be and remain liable for any deficiency. Secured Party does not have or assume any obligation to foreclose upon any or all of the Collateral prior to proceeding against Debtor or any guarantors. This Notice is without prejudice to Secured Party's right to proceed against Collateral by other methods, including (but not limited to) the direct collection of accounts, general intangibles and other sums owing to the Debtor.

The Debtor has the right to redeem the Collateral under Section 9506 of the California Uniform Commercial Code, which provides as follows:

At any time before the secured party has disposed of collateral or entered into a contract for its disposition under section 9504 or before the obligation has been discharged under section 9505(2) the debtor or any other secured party may unless otherwise agreed in writing after default redeem the collateral by tendering fulfillment of all obligations secured by the collateral as well as the expenses reasonably incurred by the secured party in retaking, holding and preparing the collateral for disposition, in arranging for the sale, and to the extent provided in the agreement and not prohibited by law, his reasonable attorneys' fees and legal expenses.

The address and telephone number of Secured Party are as follows:

Sand Hill Capital II, LP  
3000 Sand Hill Road, Building 2, Suite 110  
Menlo Park, California 94025  
Att'n: Mr. Robert Johnson  
Tel: 650-234-8945  
Fax: 650-234-0414

[remainder of page intentionally left blank]



SECURED PARTY

Sand Hill Capital II, LP

By: 

Title: Portfolio Manager