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08-16-2002



FORM PTO-1618A
Expires 6/30/99
OMB 0651-0027

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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)
 - Correction of PTO Error
 - Corrective Document
- Document ID # _____
Reel # _____ Frame # _____
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger Effective Date
- Change of Name Month Day Year
- Other Asset Transfer **August 15 2001**

Conveying Party

Mark if additional names of receiving parties attached

Name **Sand Hill Capital II, LP**

Execution Date
Month Day Year
August 15, 2001

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship _____

Receiving Party

Mark if additional names of receiving parties attached

Name **SHC Paraform Acquisition Corp.**

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 **California**
- 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 6TOM11 00000126 071907 2350265

FOR OFFICE USE ONLY

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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\10249318.1
1191271-908800

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Page 2

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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

ASSET SALE AGREEMENT

This Asset Sale Agreement (this "Agreement") is entered into as of August 15, 2001, between Sand Hill Capital II, LP ("Seller") and SHC Paraform Acquisition Corp., a California corporation ("Buyer"). (Capitalized terms used in this Agreement, which are not defined herein, shall have the meanings set forth in the California Uniform Commercial Code.)

This Agreement is entered into with reference to the following facts:

A. Sand Hill Capital II, LP ("Secured Party") and Paraform, Inc. ("Debtor"), whose mailing address is 3052 Bunker Hill Lane, Suite 200, Santa Clara, California 95054, 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 recorded with the United States Copyright Office on September 11, 2000 at Volume 3457, Page 599, with the United States Patent and Trademark Office on September 8, 2000 with respect to Patent-related Collateral at Reel 011074 Frame 0671, and with the United States Patent and Trademark Office with respect to Trademark-related Collateral at Reel 002141 Frame 0689), and (c) related documents executed in connection therewith. Pursuant to the Loan Documents, Debtor granted to Secured Party security interests in all right, title and interest of Debtor in and to assets and property described on Exhibit A hereto (the "Collateral") as security for Debtor's obligations under the Loan Documents.

B. Debtor defaulted on its obligations under the Loan Documents and Secured Party exercised its post-default rights and remedies under the terms of the Loan Documents, the California Commercial Code and other applicable laws to sell the Collateral. By reason of such exercise, Seller acquired the below-described Sale Assets.

C. On June 25, 2001 at 10:00 a.m. at the offices of Secured Party located at 3000 Sand Hill Road, Building 2, Suite 110, Menlo Park, California 94025, Secured Party held a public sale of the Collateral conducted pursuant to the Loan Documents, the California Commercial Code and other applicable laws. At such sale, Secured Party accepted Seller's bid (which bid was made by Sand Hill Capital Special Purposes, LLC, as agent for Seller) for, and Seller thereby purchased and acquired, all of the Collateral other than the Excluded Assets (as defined below) (such portion of the Collateral so purchased and acquired, the "Sale Assets").

D. Seller wishes to sell, assign and transfer to Buyer, and Buyer wishes to purchase, acquire, assume, and accept from Seller, all of the Sale Assets under the terms and conditions hereof.

Now, therefore, the parties agree as follows:

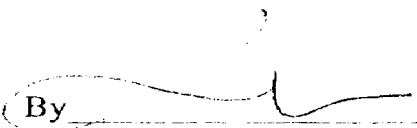
1. Sale of Sale Assets.

1.1. Sale of Sale Assets. Subject to the terms and conditions hereof, at a closing to be held concurrently herewith (the "Closing"), Seller will sell, assign and transfer to Buyer, and Buyer will purchase, acquire, assume, and accept from Seller, the Sale Assets.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AND DELIVERED AS OF THE DATE FIRST ABOVE WRITTEN.

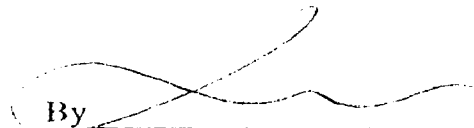
Buyer:

SHC Paraform Acquisition Corp.


By _____
Title STC

Seller:

Sand Hill Capital II, LP


By _____
Title PM