

11-14-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102278573

827.02

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

1. Name of conveying party(ies):

SupplySolution, Inc., a California corporation

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

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

2. Name and address of receiving party(ies)

Name: Enterprise Partners VI, L.P.

Internal Address: Suite 300

Street Address: 2223 Avenida de la Playa

City: La Jolla State: CA Zip: 92037

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership CA
- Corporation-State
- 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

3. Nature of conveyance:

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

Execution Date: August 5, 2002

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

A. Trademark Application No.(s) _____
Please see attached Exhibit A.

B. Trademark Registration No.(s) _____
Please see attached Exhibit A.

Additional number(s) attached Yes No

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

Name: Federal Research Corporation

Internal Address: Suite 920

Attn: Penelope Agodoa

Street Address: 1030 15th Street, NW

City: Washington State: DC Zip: 2005

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Kimberley A. Lathrop
Name of Person Signing

Kimberley A. Lathrop
Signature

08-26-02
Date

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

13

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/28/2002 6TON11 00000055 75684482

01 FC:481 40.00 OP
02 FC:482 175.00 OP

TRADEMARK
REEL: 002574 FRAME: 0946

2. Additional names of receiving parties:

DLJ Capital Corporation

Sprout Entrepreneurs' Fund, L.P.

Sprout Capital IX, L.P.

DLJ ESC II, L.P.

c/o Sprout Group

3000 Sand Hill Road, Building 3, Suite 170

Menlo Park, CA 94025

REGISTERED TRADEMARKS

Trademark	Current Owner	Design	Status	Next Action	Next Action Date	File Date Reg. Date	Ser. No. Reg. No.
California							
I-SUPPLY			Registered	Renewal (10 year term) due April 13, 2010.	11/13/09 (Due)	4/13/00	53208
	Class: 35						
United States							
I-DESIGN			Allowed	File statement of use or second request for extension of time.	8/14/02 (Due)	4/14/99	75/684,482
Supply Solution, Inc.	Class: 35						
I-FORECAST			Filed	Filed notice of appeal and reconsideration: Awaiting action from Trademark Office.	10/30/02 (Estimated)	6/9/99	75/725,628
Supply Solution, Inc.	Class: 35						
I-MANAGER			Registered	File declaration of continuing use between 7/31/06-7/31/07	7/31/06 (Due)	4/14/99 7/31/01	75/684,551 2,474,185
Supply Solution, Inc.	Class: 42						
I-PROJECT			Allowed	Filed notice of express abandonment: Awaiting action from Trademark Office.	10/30/02 (Due)	4/14/99	75/684,483
Supply Solution, Inc.	Class: 35						

Trademark	Design	Status	Next Action	Next Action Date	File Date Reg. Date	Ser. No. Reg. No.
I-QUALITY Supply Solution, Inc. ITU Application Class: 35		Allowed	File statement of use or second request for extension of time.	01/01/03 (Due)	5/15/01	<u>76/257,315</u>
I-SUPPLY Supply Solution, Inc. ITU Application Class: 35		Filed	Refusal to register based on descriptiveness withdrawn. Respond to office action by submitting a new specimen.	12/28/02 (Due)	6/9/99	<u>75/725,698</u>
I-TRAIN Supply Solution, Inc. ITU Application Class: 35		Suspended	Suspended pending outcome of similar application.	08/30/02 (Estimated)	11/2/99	<u>75/839,129</u>
THE RIGHT INFORMATION RIGHT NOW Supply Solution, Inc. Class: 35		Registered	File declaration of continuing use	1/1/08 (Due)	5/15/01 1/1/02	<u>75/257,197</u> 2,474,185

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 5, 2002, is entered into between SupplySolution, Inc., a California corporation ("Grantor"), and each of Enterprise Partners VI, L.P., DLJ Capital Corporation, Sprout Entrepreneurs' Fund, L.P., Sprout Capital IX, L.P., and DLJ ESC II, L.P. (individually and collectively, "Secured Party").

Grantor and Secured Party hereby agree as follows:

1. GRANT OF SECURITY INTEREST.

To secure the complete and timely payment and performance of all obligations under each Secured Promissory Note (as hereinafter defined), and without limiting any other security interest Grantor has granted to Secured Party, Grantor hereby grants, assigns, and conveys to Secured Party a security interest in Grantor's entire right, title, and interest in and to the following, whether now owned or hereafter acquired (the "Collateral"):

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) All of Grantor's right to the trademarks and trademark registrations listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(iv) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Exhibit B attached hereto, as the same may be updated hereafter from time to time;

(v) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Secured Party for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vi) All of Grantor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of Secured Party for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets; and

(viii) All products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

As used herein, "Secured Promissory Note" means each Secured Convertible Promissory Note dated as of July 11, 2002 between Grantor and Secured Party and each Secured Convertible Promissory Note dated as of August 2002 between Grantor and Secured Party.

2. AFTER-ACQUIRED PATENT OR TRADEMARK RIGHTS.

If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligation under this Section 2, Grantor authorizes Secured Party to modify this Agreement by amending Exhibits A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibits A or B shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Exhibit A or B.

3. GENERAL PROVISIONS.

3.1 Rights Under Secured Promissory Notes. This Agreement has been granted in conjunction with the security interest granted to Secured Party under the Secured Promissory Notes. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Secured Promissory Notes, all terms and provisions of which are incorporated herein by reference.

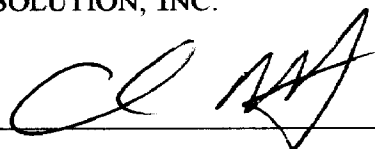
3.2 Successors. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Grantor may not transfer any of the Collateral or any rights hereunder, without the prior written consent of Secured Party, except as specifically permitted hereby.

3.3 Amendment; No Conflict. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 2 of this Agreement.

3.4 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

SUPPLYSOLUTION, INC.

By: 

Name: CHRIS MORITZ
Title: CEO

ENTERPRISE PARTNERS VI, L.P.

By: Enterprise Management Partners VI, LLC,
as General Partner

By: _____
Thomas N. Clancy
Managing Director

DLJ CAPITAL CORPORATION

By: _____
Robert Finzi
Managing Director

SPROUT ENTREPRENEURS' FUND, L.P.

By: DLJ Capital Corporation
Its: General Partner

By: _____
Robert Finzi
Managing Director

SPROUT CAPITAL IX, L.P.

By: DLJ Capital Corporation
Its: Managing General Partner

By: _____
Robert Finzi
Managing Director

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SUPPLYSOLUTION, INC.


By: _____

Name: _____

Title: _____

ENTERPRISE PARTNERS VI, L.P.

By: Enterprise Management Partners VI, LLC,
as General Partner

By:  _____
Thomas N. Clancy
Managing Director

DLJ CAPITAL CORPORATION

By: _____
Robert Finzi
Managing Director

SPROUT ENTREPRENEURS' FUND, L.P.

By: DLJ Capital Corporation
Its: General Partner

By: _____
Robert Finzi
Managing Director

SPROUT CAPITAL IX, L.P.

By: DLJ Capital Corporation
Its: Managing General Partner

By: _____
Robert Finzi
Managing Director

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SUPPLYSOLUTION, INC.

By: _____

Name: _____

Title: _____

ENTERPRISE PARTNERS VI, L.P.

By: Enterprise Management Partners VI, LLC,
as General Partner

By: _____

Tom Clancy
Managing Director

DLJ CAPITAL CORPORATION

By: Robert Finzi

Robert Finzi
Managing Director

SPROUT ENTREPRENEURS' FUND, L.P.

By: DLJ Capital Corporation
Its: General Partner

By: Robert Finzi

Robert Finzi
Managing Director

SPROUT CAPITAL IX, L.P.

By: DLJ Capital Corporation
Its: Managing General Partner


By: Robert Finzi

Robert Finzi
Managing Director

DLJ ESC II, L.P.

By: DLJ LBO Plans Management Corporation
Its: General Partner

By:

A handwritten signature in black ink, appearing to read "Robert Finzi", is written over a horizontal line.

Robert Finzi
Attorney in Fact

REGISTERED TRADEMARKS

Trademark	Design	Status	Next Action	Next Action Date	File Date	Ser. No.
Current Owner					Reg. Date	Reg. No.
California						
I-SUPPLY Class: 35		Registered	Renewal (10 year term) due April 13, 2010.	11/13/09 (Due)	4/13/00	<u>53208</u>
United States						
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I-MANAGER Supply Solution, Inc. ITU Application Class: 42		Registered	File declaration of continuing use between 7/31/06-7/31/07	7/31/06 (Due)	4/14/99 7/31/01	<u>75/684,551</u> 2,474,185
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THE RIGHT INFORMATION RIGHT NOW Supply Solution, Inc. Class: 35		Registered	File declaration of continuing use	1/1/08 (Due)	5/15/01 1/1/02	<u>75/257,197</u> 2,474,185

EXHIBIT "B"**STATUS OF SUPPLY SOLUTION
PATENT APPLICATIONS**

GCWF FILE No.	SERIAL No. FILING DATE	TITLE	INVENTOR(S)	STATUS
SUPP1100 2102981- 991100	60/312,722 8/16/01	CLIENT SERVER SYSTEM THAT PROVIDES ASYNCHRONOUS RUN TIME UPDATES TO A USER INTERFACE	RONAL JAMES TEETER JOSHUA DAVIS KIFER	PROVISIONAL APPLICATION PENDING CONVERSION & FOREIGN FILING DUE: 8/16/02
SUPP1110 2102981- 991110	60/322,069 9/14/01	SYSTEM AND METHOD FOR DIFFERENCING OF DATA FOR DISPLAY	WILLIAM BUCKLEY MIKE THURBER	PROVISIONAL APPLICATION PENDING CONVERSION & FOREIGN FILING DUE: 9/14/02
SUPP1110-1 2102981- 991111		SYSTEM AND METHOD FOR DIFFERENCING OF DATA FOR DISPLAY	WILLIAM BUCKLEY MIKE THURBER	UNFILED – FIRST DRAFT SENT TO INVENTORS FOR REVIEW 11/28/01
SUPP1120 2102981- 991120	60/335,710 10/31/01	TRANSACTION MANAGER	SCOTT JOHNSON	PROVISIONAL APPLICATION PENDING CONVERSION & FOREIGN FILING DUE: 10/31/02
SUPP1130 2102981- 991130		WEB MESSAGING	RAY WALKER	PROVISIONAL UNFILED
SUPP1140 2102981- 991140	60/335,711 10/31/01	THIRD GENERATION SYSTEM	MIKE THURBER	PROVISIONAL APPLICATION PENDING CONVERSION & FOREIGN FILING DUE: 10/31/02
SUPP1150 2102981- 991150	09/978,348 10/16/01	METHOD AND SYSTEM FOR REDUCING DATABASE LOADING US	WILLIAM BUCKLEY SCOTT JOHNSON	PROVISIONAL APPLICATION PENDING CONVERSION & FOREIGN FILING DUE: 10/16/02