

10-09-2002

10-9-02



FORM PT  
(Rev 5-93)

102244465

ATION FORM COVER SHEET  
RADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

<p>1. Name of conveying party(ies): CONCUR TECHNOLOGIES, INC.</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: DELAWARE Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: September 30, 2002</p>	<p>2. Name and address of receiving party(ies): Name: COMERICA BANK-CALIFORNIA Address: 9920 S. LACIENEGA BLVD., SUITE 1401 City: INGLEWOOD State: CA Zip: 90301</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other: a California banking corporation</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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10-9-02

4. Application number(s) or trademark number(s):	
A. Trademark Application No.(s)  75/894,915	B. Trademark Registration No.(s)  2,488,095                      2,480,344                      2,498,656 2,480,327                      2,208,462                      2,204,970 2,194,891                      2,018,150
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Erin O'Brien Internal Address: GRAY CARY WARE &amp; FREIDENRICH 4365 Executive Drive, Suite 1100 San Diego, California 92121-2133</p>	<p>6 Total number of applications and registrations involved: 9</p> <p>7. Total fee (37 CFR 3.41) . . . . . \$240.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Erin O'Brien  
Name of Person Signing

*Erin O'Brien*  
Signature

October 8, 2002  
Date

Total number of pages comprising cover sheet: [ 6 ]

Mail Documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office, Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

10/09/2002 6T0N11 00000117 75894915

01 FC:481                      40.00 OP  
02 FC:482                      200.00 OP

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1090371-900300

TRADEMARK  
REEL: 002595 FRAME: 0322

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 30, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and CONCUR TECHNOLOGIES, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated March 25, 2002, by and between Bank and Grantor dated of even date herewith (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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 re-issues, 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CONCUR TECHNOLOGIES, INC.

Address of Grantor:

6222 18th Avenue NE  
Redmond, WA 98052

Attn: Chief Executive Officer

By:

Title: CEO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401  
Inglewood, CA 90301

Attn: Manager

By:

Title: VBO

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Seeker Transaction Processor: version 3.0.8.4.	TX5152593	02/29/00
Seeker Core: version 3.2.0	TX5148510	02/29/00
Concur Human Resources (sic) Skills Planner for Tessecract 96R: source code deposit	TX5151839	06/12/00
Seeker Compensation and Salary Management: version 3.2.0	TX5151345	02/29/00
Seeker Benefits Enrollment and Modeling: version 3.2.0	TX5151344	02/29/00
Seeker <u>Events@Work</u> : version 3.2.0@	TX5149416	02/29/00
Seeker payroll and Paid-Time-Off: version 3.2.0 (Application Title: Seeker <u>Events@Work</u> 3.2.0)	TX5149415	02/29/00
Company Store: v3.0.1.	TX5061473	10/13/99
7Software v3.0.	TX5080228	10/13/99
Xpense management solution (XMS) 3.01	TX5094278	09/29/99
Xpense management solution (XMS) 4.0	TX5057445	09/13/99
Xpense management solution (XMS) 3.0	TX4989756	03/08/99

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A  
OR

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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Concur eSpeed

75/894,915

01/13/00

*JL*  
~~Concur Procurement~~

~~75/873,046~~

~~12/16/99~~

*ABANDONED*

*JL*  
~~Concur Human Resources~~

~~75/873,045~~

~~12/16/99~~

*"*

*JL*  
~~Concur eWorkplace~~

~~75/873,043~~

~~12/16/99~~

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Concur Technologies (and design)

2,488,095

09/11/01

Concur Technologies (and design)

2,480,344

09/21/01

Concur

2,498,656

10/16/01

Concur

2,480,327

08/21/01

*JL*  
~~Company Store~~

~~2,584,181~~

~~06/25/02~~

*"*

Portable Software Corporation (and design)

2,208,462

12/08/98

*JL*  
~~XMS Xpense Management Solution~~

~~2,194,897~~

~~10/13/98~~

*ALLOWING TO LAPSE*

Xpense Management Solution

2,204,970

11/24/98

XMS

2,194,891

10/13/98

*JL*  
*QUICK XPENSE*

*2,018,150*

*11/19/96*

Gray Cary\PA\10259901.1  
1090371-900300

RECORDED: 10/09/2002

TRADEMARK  
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