

Form PTO-1594  
(Rev. 10/02)  
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Tab settings

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Intacct Corporation

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

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

3. Nature of conveyance:

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

Execution Date: December 11, 2002

2. Name and address of receiving party(ies)

Name: Hummer Winblad Venture Partners V, L.P.  
Internal as collateral agent  
Address:

Street Address: 2 South Park, 2nd Floor

City: San Francisco State: CA Zip: 94107

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2470412 2477899

Additional number(s) attached  Yes  No

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

Name: Adam V. Petravicius

Internal Address: Kirkland & Ellis

Street Address: 200 E. Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account and for any additional fees and/or credit

8. Deposit account number:

22-0440

DO NOT USE THIS SPACE

9. Signature.

Adam V. Petravicius  
Name of Person Signing

  
Signature

1/15/2003  
Date

Total number of pages including cover sheet, attachments, and document: 5

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

## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 11, 2002, is executed by INTACCT CORPORATION, a California corporation ("Debtor"), in favor of Hummer Winblad Venture Partners V, L.P. as collateral agent on behalf of the Investors listed on the signature pages of the Security Agreement (as defined below) ("Collateral Agent").

### RECITALS

A. Reference is made to that certain Security Agreement, dated as of December 11, 2002 (the "Security Agreement"), by Debtor, in favor of the Collateral Agent, on behalf of the Collateral Agent and the Investors.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Pursuant to the Security Agreement, Debtor wishes to grant to Collateral Agent, and Collateral Agent wishes to acquire from Debtor, a security interest in and to the Trademark Registrations and other Trademark rights of Debtor as more fully described herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Debtor hereby agrees as follows:

1. Trademark Registrations. Schedule 1-A hereof constitutes a complete and correct list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Collateral Agent, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule 1-A in order to maintain such schedule's completeness or accuracy, and, further, Debtor shall provide such notice to Collateral Agent within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than thirty (30) days following the date of such event. Without limiting the generality or applicability of the foregoing, Debtor shall provide Collateral Agent with written notice at least ten (10) days before filing any applications to register any material Trademarks, shall provide a written copy of any such application to Collateral Agent on the date such application is filed and shall provide notice to Collateral Agent within five (5) days after receiving notice of registration of such Trademark.

2. Grant of Security Interest. Debtor hereby grants to Collateral Agent, on behalf of itself and the Investors, a continuing first priority security interest (subject to Permitted Liens, as

defined in the Security Agreement) in and to all of Debtor's right, title and interest, claim or demand in or to the following, whether now existing or hereafter acquired (collectively, the "Trademark Collateral"): (i) all Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks, and corresponding rights throughout the world; (ii) all registrations for, and applications to register, any Trademarks or corresponding rights throughout the world, including but not limited to the Trademark Registrations, together with any renewals or extensions thereof; and (iii) all proceeds thereof, including any and all causes of action which may exist by reason of past, present or future infringement thereof. Such security interest is granted to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement.

3. Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement.

4. Address. Collateral Agent's address is:

Hummer Winblad Venture Partners V, L.P.  
2 South Park, 2<sup>nd</sup> Floor  
San Francisco, CA 94107

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the  
day and year first above written.

**INTACCT CORPORATION**

By:   
David Thomas, *President*

SCHEDULE 1-A TO GRANT OF SECURITY INTERESTTRADEMARKS

<u>Description</u>	<u>Registration Date</u>	<u>Registration No.</u>
Intacct	July 17, 2001	2,470,412
Click & Grow	August 14, 2001	2,477,899

# KIRKLAND & ELLIS

## *Fax Transmittal*

200 East Randolph Drive  
Chicago, Illinois 60601  
Phone: (312) 861-2000  
Fax: (312) 861-2200

Please notify us immediately if any pages are not received

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PLEASE NOTIFY US IMMEDIATELY AT:  
(312) 861-2356.**

<i>To:</i>	<i>Company:</i>	<i>Fax #:</i>	<i>Direct #:</i>	
Assignment Division	U.S. Patent and Trademark Office	703-306-5995		
<i>From:</i>	<i>Date:</i>	<i>Pages w/cover:</i>	<i>Fax #:</i>	<i>Direct #:</i>
Renee M. Prescan	January 15, 2003	6	(312) 861-2200	(312) 861-6371

**Message:**