

11-07-2002

FORM PTO-1594

11.402

RE



U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

102274627

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):  
**CUTTING EDGE SOFTWARE, INC.**

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

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

2. Name and address of receiving party(ies):  
Name: **Silicon Valley Bank**  
Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara                      State: CA                      ZIP: 95054

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: **9/27/02**

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)	B. Trademark No.(s)
76/159,463	2,410,368
76/159,466	
76/159,464	

Additional numbers attached?  Yes  No

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

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara                      State: Ca                      ZIP: 95054

6. Total number of applications and registrations involved: **4**

7. Total fee (37 CFR 3.41): **\$ 115.00 E**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

11/06/2002 LMUELLER 00000243 76159463

01 FC:8521	40.00 DP
02 FC:8522	75.00 DP

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.

Shannon Hubbard  
Name of Person Signing

*Shannon Hubbard*  
Signature

10/23/02  
Date

Total number of pages including cover sheet, attachments, and document:  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002611 FRAME: 0743**

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 27, 2002 by and between SILICON VALLEY BANK ("Bank") and CUTTING EDGE SOFTWARE, INC. ("Grantor").

## RECITALS

A. Grantor has executed and delivered to Bank a Guaranty with respect to certain borrowers, and a Security Agreement securing all of its obligations to Bank (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; capitalized terms used herein are used as defined in the Security Agreement).

B. Pursuant to the terms of the Security 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 all of its obligations secured under the Security Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its Obligations (as defined in the Security Agreement), 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, Trademarks and Mask Works listed on Exhibits A, B, C, and D 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 Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Guaranty 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 Security Agreement or any of the Guaranty 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 Security Agreement or any of the other Guaranty 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.

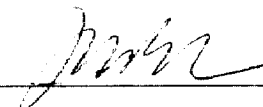
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

7955 E. Redfield Road  
Scottsdale, Arizona 85260

GRANTOR:

CUTTING EDGE SOFTWARE, INC.

By: 

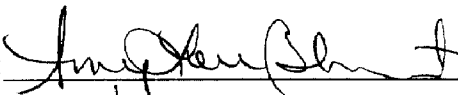
Title: VP & CFO

Address of Bank:

3003 Tasman Drive  
Santa Clara, California 95054

BANK:

SILICON VALLEY BANK

By: 

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE.

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Conference and Collaboration  
Platform -- Provisional Patent

October, 2001

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Quickword	App # 76/159,463	
Quickoffice	App # 76/159,466	
Powerful Software Made Simple	App # 76/159,464	
Quicksheet	Reg # 2,410,368	
Mobilefile – intent-to-use application		August 9, 2002
Quickpoint – intent-to-use application		August 8, 2002

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE.