

11-7-02

11-07-2002

FORM PTO-1594 (Rev 5-93)



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

102274935

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

<p>1. Name of conveying party(ies): MOTIVE COMMUNICATIONS, 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: June 1, 2001</p>	<p>2. Name and address of receiving party(ies): Name: COMERICA BANK-CALIFORNIA, successor in interest to IMPERIAL BANK Address: 9920 S. LA CIENEGA 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) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
---	---

4. Application number(s) or trademark number(s):	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
75/719,131 76/123,757	2,569,449 2,581,102
76/114,360 75/892,320	2,472,495 2,270,264
	2,210,304 2,231,713
	2,316,501 2,563,361
	2,511,729 2,575,465
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:</p> <p>Name: Erin O'Brien Internal Address: GRAY CARY WARE & FREIDENRICH 4365 Executive Drive, Suite 1100 San Diego, California 92121-2133</p>	<p>6 Total number of applications and registrations involved: 14</p> <hr/> <p>7. Total fee (37 CFR 3.41) \$365.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <hr/> <p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>
--	--

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	<i>Erin O'Brien</i>	November 6, 2002
Name of Person Signing	Signature	Date

Total number of pages comprising cover sheet: [9]

11/07/2002 TDAZ1 00000148 75719131

01 FC:8521
02 FC:8522

40.00 OP
325.00 OP

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

GT6319863.1
1090371-949900

TRADEMARK
REEL: 002611 FRAME: 0992

AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (the "Agreement") is made as of June 1, 2001, by and between MOTIVE COMMUNICATIONS, INC., a Delaware corporation ("Grantor"), and IMPERIAL BANK, a California chartered bank ("Secured Party").

RECITALS

A. Secured Party agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Secured Party and Grantor dated as of November 15, 2000 as amended without limitation by that certain Amendment to Loan and Security Agreement 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). Secured Party is willing to enter into the Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Secured Party 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 Secured Party 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 upon a "Financial Covenant Default" as defined herein. Secured Party will not publicly file this Agreement until (i) the occurrence and continuance of a default under Section 6.8, 6.9, 6.12 or 6.13 of the Loan Agreement; (ii) the existence of outstanding Advances equal to or greater than Five Million Dollars (\$5,000,000), excluding undrawn Letters of Credit; (iii) total outstandings under all Credit Extensions equal to or greater than Ten Million Dollars (\$10,000,000), excluding undrawn Letters of Credit; or (iv) the occurrence of a material adverse change in Borrower's business or financial condition, or if there is a material impairment of the prospect of repayment of any portion of the Obligations or a material impairment of the value or priority of Bank's security interests in the Collateral (each a "Financial Covenant Default").

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under all of its intellectual property, including without limitation the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

MOTIVE

Agreement but heretofore failed to register, within thirty (30) days of the date of any Financial Covenant Default; and (iii) those additional material intellectual property rights developed or acquired by Grantor from time to time in connection with any product, prior to the sale or licensing of such product to any third party and prior to Grantor's use of such product (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C). Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations;

(i) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Credit Agreement;

(j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

3. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 3.

4. Inspection Rights. Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, except no more frequently than every six (6) months, unless an Event of Default occurs.

5. Further Assurances; Attorney in Fact.

(a) On a continuing basis, after a Financial Covenant Default (except as set forth in Section 2(h) hereof) Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Effective upon the occurrence of a Financial Covenant Default, Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement,

MP
MP

including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

6. Events of Default. After the occurrence of a Financial Covenant Default, the occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default occurs under the Amended and Restated Loan and Security Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within ten (10) days of the occurrence of such breach.

7. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

8. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

9. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

10. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

11. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

12. Counterparts. 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.

13. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE AMENDED AND RESTATED LOAN AND

SECURITY AGREEMENT, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

12515 Research Blvd., Bldg. #5
Austin, TX 78759

Attn: Linda Hamann

MOTIVE COMMUNICATIONS, INC.

By: Linda G. Hamann

Its: V.P. - Finance

SECURED PARTY

Address of Secured Party:

226 Airport Parkway
San Jose, CA 95110-1024

Attn: Corporate Banking Center

IMPERIAL BANK

By: Shirley A. Wyllet

Its: Asst. - Inv. Mgr.

Handwritten initials: *MDH*

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
Motive v. 4.3	Pending	Pending
Motive Call Optimization for Help Desks v. 4.6	Pending	Pending
Motive for Enterprise IT v. 4.5	Pending	Pending

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
Adaptive Messaging Method, System and Computer Program Product	6,185,606	02/06/01
Method, System and Computer Program Product for Iterative Distributed Problem Solving	6,145,096	11/07/00
Method, System and Computer Program Product for Iterative Distributed Problem Solving	6,357,017	03/12/02
Technical Support Chain Automation With Guided Self-Help Capability, Escalation to Live Help and Active Journaling	09/310,795	05/12/99
Technical Support Chain Automation with Guided Self-Help Capability Using Active Content Developed for Specific Audiences	09/310,399	05/12/99
Technical Support Chain Automation with Guided Self-Help Capability and Option to Escalate to Live Help	09/215,873	12/18/98
Technical Support Chain Automation with Guided Self-Help Capability via a System Supplied Search String	09/215,880	12/18/98
Technical Support Chain Automation with Guided Self-Help Capability Using Active Content	09/216,212	12/18/98
Technical Support Chain Automation with Guided Self-Help Capability Using Active Content	09/505,502	02/17/00
N-Way Data Stream Splitter Method and System for Providing Tiered Assistance	10/107,557	03/27/02
	10/107,772	03/27/02

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
MotiveNet	2,569,449	05/14/02
Motive Insight	2,581,102	06/18/02
Motive Solo	75/719,131	06/01/99
ActiveLink	2,472,495	07/24/01
Motive	2,270,264	08/17/99
Motive	2,210,304	12/15/98
M (and design)	2,231,713	03/16/99
Motive Duet	2,316,501	02/08/00
Motive Chorus	76/123,757	09/06/00
Motive Studio	2,563,361	04/23/02
AnswerWeb	2,511,729	11/27/01
Motive	2,575,465	06/04/02
M (Stylized Letters)	76/114,360	08/22/00
Qustion.com (and design)	75/892,320	01/07/00