

11-14-2002



REGISTRATION FORM COVER SHEET  
TRADEMARKS ONLY

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

102280752

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

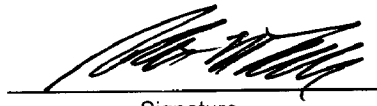
<p>1. Name of conveying party(ies): ALIGNMENT SOFTWARE INC.</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>MOBIUS TECHNOLOGY VENTURES VI L.P.</u> Internal Address: <u>SUITE 200</u> Street Address: <u>200 W. EVELYN STREET</u> City: <u>Mountain View</u> State: <u>CA</u> Zip: <u>94043</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input checked="" type="checkbox"/> Limited Partnership <u>DELAWARE</u>  <input type="checkbox"/> Corporation-State _____  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input checked="" type="checkbox"/> Yes <input 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: <u>11/01/2002</u></p>	<p>OFFICE OF PUBLIC RECORDS  2002 NOV -7 AM 9:47  FINANCE SECTION</p>

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____</p>	<p>B. Trademark Registration No.(s) <u>2,525,343</u> _____</p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>ROB FOGLER</u> Internal Address: <u>SUITE 250</u> _____ _____ Street Address: <u>1400 16TH STREET</u> _____ City: <u>DENVER</u> State: <u>CO</u> Zip: <u>80202</u></p>	<p>6. Total number of applications and registrations involved: ..... <input type="text" value="6"/></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>165.00</u>  <input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
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DO NOT USE THIS SPACE

9. Signature.

ROB FOGLER                                            11/1/02  
Name of Person Signing                      Signature                      Date

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

11/14/2002 LHMUELLER 00000069 2525343

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

01 FC:8521  
02 FC:8522

40.00 OP  
125.00 OP

TRADEMARKS ONLY

Continuation of Information Item 2.

Name: SOFTBANK U.S. VENTURES VI L.P.

Internal Address: Suite 200

Street Address: 200 W. Evelyn Street  
Mountain View, CA 94043

LIMITED PARTNERSHIP - DELAWARE

Name: MOBIUS TECHNOLOGY VENTURES ADVISORS  
FUND VI L.P.

Internal Address: Suite 200

Street Address: 200 W. Evelyn Street  
Mountain View, CA 94043

LIMITED PARTNERSHIP - DELAWARE

Name: MOBIUS TECHNOLOGY VENTURES SIDE FUND VI  
L.P.

Internal Address: Suite 200

Street Address: 200 W. Evelyn Street  
Mountain View, CA 94043

LIMITED PARTNERSHIP - DELAWARE

Continuation of Information Item No. 4

A.	Trademark Application No.(s)	76/452,113
		76/181,012
		76/452,374
		76/391,295
		76/290,067

**GRANT OF SECURITY INTEREST  
(PATENTS AND TRADEMARKS)**

**THIS GRANT OF SECURITY INTEREST (PATENTS AND TRADEMARKS)** is dated as of November 1, 2002, between **ALIGNMENT SOFTWARE, INC.**, a Delaware corporation having its chief executive office at 100 Superior Plaza Way, Suite 200, Superior CO 80027 (the "*Assignor*"), and **MOBIUS TECHNOLOGY VENTURES VI L.P.**, **SOFTBANK U.S. VENTURES VI L.P.**, **MOBIUS TECHNOLOGY VENTURES ADVISORS FUND VI L.P.**, and **MOBIUS TECHNOLOGY VENTURES SIDE FUND VI L.P.**, each having a representative office at 200 W. Evelyn Street, Suite 200, Mountain View, CA 94043, (each an "*Assignee*" and collectively, the "*Assignees*").

**WHEREAS**, pursuant to the Secured Note and Warrant Purchase Agreement, dated of even date herewith (the "*Purchase Agreement*"), by and among the Assignor and the Assignees, the Assignees have made and have agreed to make certain advances of money and to extend certain financial accommodations to Assignor as evidenced by those Secured Convertible Promissory Notes, dated of even date herewith (the "*Notes*"), executed and delivered by Assignor to the Assignees (collectively, the "*Loans*");

**WHEREAS**, pursuant to the terms of a Security Agreement, of even date herewith (the "*Security Agreement*"), for the benefit of the Assignees, the Assignor has granted to the Assignees a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the Collateral (as defined in the Security Agreement); and

**WHEREAS**, the Assignees are willing to make and extend the Loans to and for the benefit of the Assignor, but only upon the condition, among others, that the Assignor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of the Assignees, in and to all of Assignor's right, title and interest in and to all Patents and Trademarks (as described below and in the Security Agreement) to secure its payment and performance of the Secured Obligations (as defined in the Security Agreement).

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

1. Unless otherwise defined herein, the terms defined in the Security Agreement are used herein as therein defined.

2. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Assignees to enter into the Purchase Agreement and the other Loan Documents and to make and extend the Loans to and for the benefit of the Assignor upon the terms and subject to the conditions thereof, Assignor hereby pledges and hypothecates to the Assignees, and hereby grants to the Assignees a security interest in and to all of Assignor's respective right, title and interest in, to and under all Patents and Trademarks, including, without

limitation, each registered Patent, any Patent applications, each registered Trademark, and any Trademark applications listed on *Schedule A* hereto, 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 reissues, divisions, continuations, continuations-in-part and renewals thereof.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignees with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

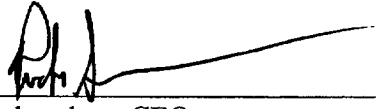
Following the termination of the Security Agreement in accordance with its terms, the Assignees security interest in the Patents and Trademarks will be automatically terminated, released, and/or reassigned to the Assignor, and the Assignees will execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment, at Assignor's sole cost and expense.

**IN WITNESS WHEREOF**, each of the parties has caused this Grant of Security Interest (Patents and Trademarks) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

[Remainder of Page Intentionally Blank]

**ASSIGNOR:**

**ALIGNMENT SOFTWARE, INC.**

By:   
Rich Schmelzer, CEO

**ASSIGNEES:**

**MOBIUS TECHNOLOGY VENTURES VI L.P.**

**SOFTBANK U.S. VENTURES VI L.P.**

**MOBIUS TECHNOLOGY VENTURES ADVISORS  
FUND VI L.P.**

**MOBIUS TECHNOLOGY VENTURES SIDE FUND  
VI L.P.**

By: Mobius VI LLC, General Partner

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Signature Page to Grant of Security Interest  
(Patents and Trademarks)**

**TRADEMARK  
REEL: 002616 FRAME: 0601**

**ASSIGNOR:**

**ALIGNMENT SOFTWARE, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEES:**

**MOBIUS TECHNOLOGY VENTURES VI L.P.**

**SOFTBANK U.S. VENTURES VI L.P.**

**MOBIUS TECHNOLOGY VENTURES ADVISORS  
FUND VI L.P.**

**MOBIUS TECHNOLOGY VENTURES SIDE FUND  
VI L.P.**

By: Mobius VI LLC, General Partner

By: 

Printed Name: Bradley A. Feld

Title: Managing Director

**Signature Page to Grant of Security Interest  
(Patents and Trademarks)**

10/30/2002 WED 11:40 [TX/RX NO 7146] 004

**TRADEMARK  
REEL: 002616 FRAME: 0602**

**SCHEDULE A**  
**TRADEMARKS**

MARK	COUNTRY	APPLICATION REGISTRATION	CLASS: GOODS/SERVICES	STATUS
ALIGNMENT SOFTWARE	United States	Application No. 76/452,113	<u>Class 9</u> : Computer programs for monitoring and managing distributed applications and their associated networks.	Filed: 9/24/02
ANY SERVICE ANY PLATFORM	United States	Application No. 76/181,012	<u>Class 9</u> : Computer operating programs for operation, use and control of computers, computer networks and networking.	Filed: 12/14/00 Published: 6/4/02
APPASSURE	United States	Application No. 76/452,374	<u>Class 9</u> : Downloadable and non-downloadable computer programs for monitoring and managing distributed applications and their associated networks.  First use: 4/02 Use in Comm.: 8/02	Filed: 9/24/02
APPSEER	United States	Application No. 76/391,295	<u>Class 9</u> : Computer programs for monitoring and managing distributed applications and their associated networks.	Filed: 4/3/02 Published: 10/15/02
NPULSE	United States	Application No. 76/290,067	<u>Class 9</u> : Computer programs for operation, use or control of computer networks and networking.	Filed: 7/25/02 Published: 3/19/02
NPULSE	United States	Application No. 75/246,628 Registration No. 2,525,343	<u>Class 9</u> : Computer programs for operation, use or control of computer networks and networking. (No SOU filed for class 9)  <u>Class 42</u> : Computer consultation.	Filed: 2/24/97 Registered: 1/1/02 (Class 42 only) Correction request filed: 5/6/02 Corrected certificate issued: 9/24/02

**PATENTS**

Application Nos. 60/361,579 and 60/397,294.