

11-22-2002

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

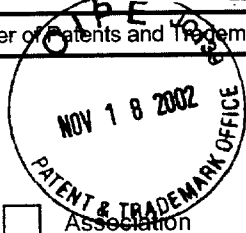
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Asera, Inc.

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



11-18-02

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/15/02

2. Name and address of receiving party(ies)

Name: KPCB Holdings, Inc.

Internal Address:

Address:

Street Address: 2750 Sand Hill Road

City: Menlo Park State: CA Zip: 94025

- 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) 75767832

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Mark Hartwell

Internal Address:

Brobeck, Phleger & Harrison LLP

Street Address: One Market

Spear Street Tower

City: San Francisco State: CA Zip: 94105

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

11/21/2002 10:00 AM 0000155 75767832

01 FC: 0521

Name of Person Signing

Signature (Handwritten)

11/14/02

Date

12

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: 002621 FRAME: 0008


INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified or supplemented from time to time, this "Agreement"), dated as of November 15, 2002, is made by and among Asera, Inc., a Delaware corporation (together with its successors and assigns, the "Company"), and KPCB Holdings, Inc. in its capacity as representative and collateral agent for and on behalf of the Lenders (the "Collateral Agent").

WHEREAS, the Company and, among others, the Collateral Agent are party to that certain Note and Warrant Purchase Agreement, dated as of November 15, 2002 (as amended, modified or supplemented from time to time, the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement certain lenders (the "Lenders") have or may in the future make loans to the Company, as evidenced by certain senior secured promissory notes issued pursuant to the Purchase Agreement.

WHEREAS, pursuant to the terms of the Purchase Agreement the Collateral Agent has been appointed by the Lenders as their representative and collateral agent for the purpose, among other things, of entering into this Agreement for the benefit of the Lenders and holding the security interests created hereby.

WHEREAS, it is a condition precedent to the obligations of Lenders pursuant to the Purchase Agreement that the Company execute and deliver this Agreement for filing by the Collateral Agent with the United States Patent and Trademark Office (the "PTO") and United States Copyright Office (the "Copyright Office") (and any other relevant recording systems in any domestic or foreign jurisdiction) as further evidence of and to effectuate such grant of a security interest in the intellectual property rights of the Company.

Accordingly, the Company and the Collateral Agent hereby agree as follows:

1. Definitions; Interpretation. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them pursuant to the Purchase Agreement.

2. Grant of Security Interest. As a continuing security for the payment and performance of the Obligations (as defined in the Purchase Agreement), the Company hereby grants to the Collateral Agent, for itself and on behalf of and for the ratable benefit of each of the Lenders, a security interest in and to all of the Company's rights, title and interests in, to and under the following property, whether now existing or owned or hereafter acquired, developed or arising (collectively, the "Intellectual Property Collateral"):

(a) all intellectual property rights of any nature or character including, without limitation, and whether domestic or foreign: (A) all patents and patent applications, all licenses in respect to any rights identified in this clause (a)(A) and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement of any of the rights identified in this clause (a)(A), all rights arising from any of the rights identified in this clause (a)(A) and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; (B) all copyrights and applications for copyright,

together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and whether registered or unregistered, and all other rights and works of authorship, all rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright, and all licenses in respect of any of the rights identified in this clause (a)(B) and all income and royalties with respect to any such licenses; (C) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the rights identified in this clause (a)(C) and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; (D) all regulatory approvals, consents, permits, licenses and applications in respect of any of the foregoing and all supporting documentation, books and records relating to any of the foregoing; and (E) all trade secrets, trade dress, trade styles, logos, other sources of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential information, the benefit of confidentiality agreements or non-disclosure agreements, customer lists, license rights (whether or not in respect of any of the rights identified in this clause (a)), advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blueprints, descriptions, inventions, name plates and catalogs (the foregoing rights and interests collectively, the "Intellectual Property Rights") and including, without limitation, those Intellectual Property Rights listed, from time to time, on the Exhibits to this Agreement;

(b) the entire goodwill of or associated with the businesses now or hereafter conducted by the Company connected with and symbolized by any of the aforementioned properties and assets;

(c) all general intangibles and all intangible intellectual or other similar property of the Company of any kind or nature and not otherwise described above; and

(d) all products and proceeds at any time of any and all of the foregoing including products of products and proceeds of proceeds.

3. Future Rights. If and when the Company shall obtain rights to any new Intellectual Property Rights, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any Intellectual Property Rights, or any improvement of any Intellectual Property Rights, which Intellectual Property Rights if existing at the date hereof would be within the scope of *Section 2*, the provisions of *Section 2* shall automatically apply thereto. The Company shall give to the Collateral Agent prompt notice of the benefit of any registrations or applications the Company may make or obtain to register any Intellectual Property Rights. The Company shall do all things reasonably deemed necessary or advisable by the Collateral Agent to ensure the validity, perfection, priority and enforceability of the security interests of the Collateral Agent in such future acquired Intellectual Property Collateral. The Company hereby authorizes the Collateral Agent, as its attorney in fact (with power of substitution), to modify, amend, or supplement the Exhibits hereto and to reexecute this

Agreement from time to time on Company's behalf and as its attorney-in-fact to include any such future Intellectual Property Collateral and to cause such reexecuted Agreement or such modified, amended or supplemented Exhibits to be filed with the PTO or Copyright Office as applicable.

4. Secured party's Duties. Notwithstanding any provision contained in this Agreement, the Collateral Agent shall have no duty to exercise any of the rights, privileges or powers afforded to them and shall not be responsible to the Company or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by the Collateral Agent hereunder or in connection herewith, the Collateral Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Intellectual Property Collateral.

5. Collateral Agent's Rights and Remedies. The Collateral Agent shall have all rights and remedies available to it under this Agreement, the Purchase Agreement, each other Transaction Document and applicable law with respect to the security interests in any of the Intellectual Property Collateral. The Company agrees that such rights and remedies include, but are not limited to, the right of the Collateral Agent as a secured party to sell or otherwise dispose of the Intellectual Property Collateral pursuant to the UCC.

6. Purchase Agreement Provisions. The provisions of Sections 3.5, 10.1 through 10.10 and 10.12 of the Purchase Agreement are incorporated herein by reference and shall be applied as if references to the "Collateral" and "Agreement" therein were references to the "Intellectual Property Collateral" and this "Agreement," respectively. The Company acknowledges that the rights and remedies of the Collateral Agent with respect to the security interests in the Intellectual Property Collateral granted hereby are more fully set forth in the Purchase Agreement and that such rights and remedies are cumulative.

7. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

BORROWER:

Asera, Inc.

By: 

Title: CEO

SECURED PARTY:

KPCB Holdings, Inc., as representative
and collateral agent

By: _____

Title: _____

SIGNATURE PAGE TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 002621 FRAME: 0012

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

BORROWER:

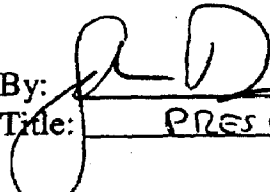
Asera, Inc.

By: _____

Title: _____

SECURED PARTY:

KPCB Holdings, Inc., as representative
and collateral agent

By:  _____

Title: PRESIDENT

EXHIBIT A

Patents (or Patent Applications) of Company

<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
DOCKETED			GENERALIZED FRAMEWORK FOR COMPLEX PRODUCT
DOCKETED			BUSINESS OBJECT NORMALIZATION (PART OF GLOBALIZATION)
DOCKETED			PERSISTENT SEARCH CONFIGURATION
FILED	09/925241	8/8/2001	RULE-BASED PERSONALIZATION FRAMEWORK
FILED	10/055505	10/26/2001	DYNAMIC QUERY OF SERVER APPLICATIONS
DOCKETED			PORTAL PAGE SECURITY AND ENTITLEMENT
DOCKETED			PORTAL PAGE LAYOUT MERGE
DOCKETED			INTERNATIONAL TELEPHONE NUMBER SUPPORT
FILED	60/394789	7/10/2002	SYSTEM, METHOD, AND APPARATUS FOR UPGRADING CUSTOMIZED SOFTWARE
DOCKETED			STORYBOARD TOOL FOR DEVELOPING WEB BASED APPLICATIONS
FILED	09/893134	6/27/2001	MENU INFRASTRUCTURE APPARATUS AND METHOD
INACTIVE	60/243580	10/25/2000	GLOBALIZATION SERVICES FOR BUSINESS COMMERCE SERVER
FILED	10/027570	10/25/2001	GLOBALIZATION AND NORMALIZATION FEATURES FOR PROCESSING BUSINESS OBJECTS
FILED	N/A	10/18/2002	GLOBALIZATION AND NORMALIZATION FEATURES FOR PROCESSING BUSINESS OBJECTS
INACTIVE	60/280240	3/30/2001	DATA DRIVEN ENTITLEMENT
FILED	09/837070	4/18/2001	DATA DRIVEN ENTITLEMENT
FILED	09/658416	9/8/2000	INTEGRATED DESIGN ENVIRONMENT FOR A COMMERCE SERVER SYSTEM
FILED	PCT/US01/27662	9/6/2001	INTEGRATED DESIGN ENVIRONMENT FOR A COMMERCE SERVER SYSTEM
DOCKETED			CUSTOMIZABLE USER CONCENTRIC PORTAL FRAMEWORK
DOCKETED			DYNAMIC ONLINE DEBUGGER ENVIRONMENT (DYODE)
FILED	N/A	8/11/2000	METHOD AND APPARATUS FOR PROVIDING CUSTOM CONFIGURABLE BUSINESS APPLICATIONS FROM A STANDARDIZED SET OF COMPONENTS

<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
FILED	955455.1	8/11/2000	METHOD AND APPARATUS FOR PROVIDING CUSTOM CONFIGURABLE BUSINESS APPLICATIONS FROM A STANDARDIZED SET OF COMPONENTS
FILED	2001-519260	8/11/2000	METHOD AND APPARATUS FOR PROVIDING CUSTOM CONFIGURABLE BUSINESS APPLICATIONS FROM A STANDARDIZED SET OF COMPONENTS
FILED	09/439764	11/15/1999	APPARATUS TO PROVIDE CUSTOM CONFIGURABLE BUSINESS APPLICATIONS FROM A STANDARDIZED SET OF COMPONENTS
INACTIVE	PCT/US00/2 2032	8/11/2000	METHOD AND APPARATUS FOR PROVIDING CUSTOM CONFIGURABLE BUSINESS APPLICATIONS FROM A STANDARDIZED SET OF COMPONENTS
FILED	09/440326	11/15/1999	METHOD FOR PROVIDING CUSTOM CONFIGURABLE BUSINESS APPLICATIONS FROM A STANDARDIZED SET OF COMPONENTS
FILED	09/658415	9/8/2000	METHOD FOR DEVELOPING CUSTOM CONFIGURABLE BUSINESS APPLICATIONS
FILED	09/547161	4/11/2000	BUSINESS METHODS FOR PROVIDING CUSTOM CONFIGURABLE BUSINESS APPLICATIONS FROM A STANDARDIZED SET OF COMPONENTS
FILED	09/697271	10/25/2000	METHOD FOR PROVIDING TEMPLATE APPLICATIONS FOR USE BY A PLURALITY OF MODULES
FILED	09/691461	10/17/2000	METHOD AND APPARATUS FOR PROVIDING NEWS CLIENT AND SERVER ARCHITECTURE AND PROTOCOLS
FILED	09/684491	10/4/2000	ADAPTER AND CONNECTOR FRAMEWORK FOR COMMERCE SERVER SYSTEM
FILED	09/702148	10/30/2000	E-COMMERCE APPLICATION BUILT USING WORKFLOWS ON A WORKFLOW ENGINE AND METHODS THEREOF
FILED	PCT/US01/2 6194	8/22/2001	E-COMMERCE APPLICATION BUILT USING WORKFLOWS ON A WORKFLOW ENGINE AND METHODS THEREOF
FILED	09/702290	10/30/2000	PRESENTATION LAYER FOR BUSINESS APPLICATION DEVELOPMENT AND METHODS THEREOF
FILED	PCT/US01/4 1834	8/22/2001	PRESENTATION LAYER FOR BUSINESS APPLICATION DEVELOPMENT AND METHODS THEREOF

<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
FILED	09/706304	11/3/2000	CONTENT MANAGEMENT FRAMEWORK FOR BUSINESS COMMERCE SERVER
FILED	09/702291	10/30/2000	SCALABILITY, AVAILABILITY, AND MANAGEMENT FEATURES FOR BUSINESS COMMERCE SERVER
FILED	09/727912	11/28/2000	WORKFLOW DRIVEN RULES-BASED GENERATION OF PERSONALIZABLE WEB PAGES
FILED	PCT/US01/4 2087	9/10/2001	WORKFLOW DRIVEN RULES-BASED GENERATION OF PERSONALIZABLE WEB PAGES
INACTIVE	60/164021	8/23/1999	METHOD AND APPARATUS TO PROVIDE CUSTOM CONFIGURABLE BUSINESS APPLICATIONS FROM A STANDARDIZED SET OF COMPONENTS
DOCKETED			WORKFLOW ENHANCEMENT FEATURES FOR COMMERCE SERVER SYSTEM

EXHIBIT B

Trademarks of Company

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>	<u>Country of Filing</u>
75-767,832	10/2/01	8/4/99	Asera, Inc.	"Asera"	US

EXHIBIT C

Pending Trademark Applications of Company

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>	<u>Country of Filing</u>
NONE				

EXHIBIT D

Copyright/Mask-PCT Authority Registrations of Company

<u>Copyright/Mask PCT Authority</u>	<u>Reg. No.</u>	<u>Date of Issue</u>	<u>Country of Filing</u>
NONE			