

3-1003

03-10-2003

FORM PTO-1594
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commission

102385150

and original documents or copy thereof.

1. Name of conveying party(ies):

HAHT COMMERCE, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

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

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: February 26, 2003

2. Name and address of receiving party(ies):

Name: GRANITE VENTURES L.P. as Collateral Agent
Address: ONE BUSH STREET
City: SAN FRANCISCO State: CA Zip: 94104

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership: unknown

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 trademark number(s):

A. Trademark Application No.(s)

75/853,932
76/156,365

75/818,751

B. Trademark Registration No.(s)

2,408,063

2,329,787

Additional numbers attached? Yes No

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

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
4365 Executive Drive, Suite 1100
San Diego, California 92121-2133

6 Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$140.00

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

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
Name of Person Signing

Erin O'Brien
Signature

March 7, 2003
Date

Total number of pages comprising cover sheet: [7]

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

03/11/2003 TBIAZ1 00000048 75853932

01 FC:8521 40.00 OP
02 FC:8522 100.00 OP

PA\10287428.1
2102688-6

TRADEMARK
REEL: 002686 FRAME: 0360

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 26, 2003, by and among HAHT COMMERCE, INC., a Delaware corporation ("Grantor"), Granite Ventures L.P., as Collateral Agent (the "Collateral Agent"), acting for and on behalf of all of the Purchasers, as listed on the Schedule of Purchasers of the Note and Warrant Purchase Agreement dated February 26, 2003, by and among the Company and such Purchasers (as amended and in effect from time to time, the "Purchase Agreement"). Unless herein defined, all capitalized terms shall have the meanings assigned to them in the Purchase Agreement.

RECITALS

A. The Purchasers have purchased from Grantor promissory notes (the "Notes") in the principal amounts and manner set forth in the Purchase Agreement. All Notes and related obligations are secured by a lien on all of the assets of Grantor pursuant to a Security Agreement of even date herewith (the "Security Agreement"). The Purchasers entered into the Purchase Agreement upon the condition, among others, that Grantor grant a security interest in certain Copyrights, Trademarks and Patents of the Company to secure the obligations of Grantor under the Purchase Agreement.

B. Pursuant to the terms of the Purchase Agreement and the Security Agreement, Grantor has granted to the Collateral Agent for the benefit of all Purchasers 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 its obligations under the Notes, the Purchase Agreement, and the Security Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Purchase Agreement, the Notes issued thereunder, the Security Agreement, Grantor grants and pledges to Collateral Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral, as defined in the Security Agreement (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C 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 Collateral Agent under the Purchase Agreement and the Security Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement and the Security Agreement, and those which are now or hereafter available to Collateral Agent as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Purchase Agreement or the Security Agreement, 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 Collateral Agent of any one or more of the rights, powers or remedies provided for herein or in the Purchase Agreement or the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Collateral Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

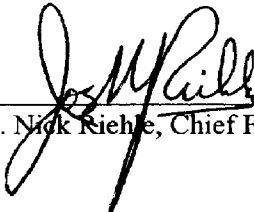
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

HAHT COMMERCE, INC.

Address of Grantor:

400 Newton Road
Raleigh, NC 27615
Attn: CFO

By:  _____
J. Nick Riehl, Chief Financial Officer

SECURED PARTY:

Granite Ventures L.P., as Collateral Agent

Address of Secured Party:

One Bush Street
San Francisco, CA 94104
ATTN: Christopher Hollenbeck, Managing Director

By: _____
Christopher Hollenbeck, Managing Director

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.

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

GRANTOR:

HAHT COMMERCE, INC.

Address of Grantor:

400 Newton Road
Raleigh, NC 27615
Attn: CFO

By: _____
J. Nick Riehle, Chief Financial Officer

SECURED PARTY:

Granite Ventures, L.P., as Collateral Agent

Address of Secured Party:

One Bush Street
San Francisco, CA 94104
ATTN: Christopher Hollenbeck, Managing Director

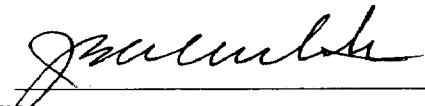
By:  _____
Name:
Title:

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
HAHTsite 5.0 The Platform to enable the enterprise Technical Overview	TX 5-205-958	11/22/00
HAHTsite 5.0 Fundamentals Student Guide	TX 5-304-014	11/22/00
HAHTsite 5.0 for JAVA Developers Student Guide	TX 5-304-018	11/22/00
HAHTsite 5.0 for Basic Developers Student Guide	TX 5-304-016	11/22/00
HAHTsite for System Administrators Student Guide	TX 5-304-017	11/22/00
Installing and Customizing the JAVA HAHT Shop and Track e-Scenario Student Guide	TX 5-304-015	11/22/00
HAHTsite 5.0 Scenario Workbench for Windows 95/98/NT/2000 Patch 01 (Build 50)	TX 5-203-781	11/22/00
HAHTsite 5.0 Scenario Publisher for Windows 95/98/NT/2000 Patch 01 (Build 50)	TX 5-203-782	11/22/00
HAHTsite 5.0 Scenario Server for Windows 95/98/NT/2000 Patch 01 (Build 50)	TX 5-203-787	11/22/00
HAHT Service e-Scenario Account Status Release 2.01	TX 5-203-743	11/22/00
HAHT Shop e-Scenario/HAHT Track e-Scenario Release 4.0	TX 5-203-786	11/22/00
HAHT Catalog e-Scenario Release 2.0	TX 5-203-780	11/22/00
HAHT Market e-Scenario Release 2.0	TX 5-203-771	11/22/00
HAHT Service e-Scenario Product Returns	TX 5-203-783	11/22/00
HAHT Service e-Scenario Service Management Release 2.0	TX 5-203-779	11/22/00

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/Application Number</u>	<u>Issue/Application Date</u>
Method and System for Composite Site Resource Generation	09/953,064	09/13/01
Method and System For Managing Network-Based Partner Relationships	09/953,065	09/13/01
Method and System For Transforming Session Data	09/953,100	09/13/01

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ESYNDICATION	75/853932	19-Nov-1999
HAHT	2408063	28-Nov-2000
HAHT	2329787	14-Mar-2000
IMEDIATION	75/818751	08-Oct-1999
IMEDIATION ICHANNEL	76/156365	30-Oct-2000