



4-21-03

102430098

To the Honorable Commissioner of Patents and Trade

1. Name of conveying party(ies):
ONYX SOFTWARE CORP.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 2-25-03

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

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State-Delaware
- 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)
2,575,674

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: **1**

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

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.

04/23/2003 DATE 00000000 2575674

01 FC:8521

40.00 OP

MARIBEL ARTEAGA
Name of Person Signing

Maibela Arteaga
Signature

4/9/03
Date

FER TRACY WARTON Total number of pages including cover sheet, attachments, and document: **6**

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

**SUPPLEMENT ONE
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Supplement One to Intellectual Property Security Agreement is made as of February 25, 2003, by and between Onyx Software Corporation ("Assignor"), and Silicon Valley Bank, a California banking corporation ("Assignee").

RECITALS

A. Assignee and Assignor are parties to that certain Loan and Security Agreement dated February 14, 2002 (the "Loan Agreement") and that certain Intellectual Property Security Agreement dated September 30, 2001 (the "Original IP Agreement"), which was recorded in the U.S. Copyright Office on October 25, 2001, Volume 003481, Page 224, with respect to the copyrights identified therein, and which was recorded in the U.S. Patent and Trademark Office on January 3, 2002, Reel 2417, Frame 0511, with respect to the trademarks identified therein. (Capitalized terms used herein, which are not defined, shall have the meanings set forth in the Original IP Agreement.)

B. The parties desire to supplement the Original IP Agreement to make specific reference to the specific additional intellectual property set forth below (the "Additional Specified Collateral"), but the parties acknowledge that the Original IP Agreement covers the Additional Specified Collateral, and the purpose of this Supplement is simply to specifically identify the Additional Specified Collateral of record.

The Original IP Agreement, as supplemented hereby, shall continue in full force and effect with respect to the Collateral described therein.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Exhibit A of the Original IP Agreement is hereby supplemented by the addition of all of the intellectual property set forth on Exhibit "A-1" attached hereto, so that the "Collateral" (as defined in the Original IP Agreement) includes, without limitation, all of the intellectual property set forth in Exhibit A to the Original IP Agreement and all of the intellectual property set forth in Exhibit "A-1" hereto.

2. Exhibit C of the Original IP Agreement is hereby supplemented by the addition of all of the intellectual property set forth on Exhibit "A-1" attached hereto, so that the "Collateral" (as defined in the Original IP Agreement) includes, without limitation, all of the intellectual property set forth in Exhibit C to the Original IP Agreement and all of the intellectual property set forth in Exhibit "A-1" hereto.

3. Assignor confirms its grant to Assignee of a security interest in Assignor's entire right, title and interest in the Collateral, including, without limitation, the intellectual property set forth on Exhibit "A-1" hereto, for purposes of securing the Obligations (as defined in the Loan

Agreement) of Assignor to Assignee.

4. As supplemented hereby, all terms and conditions of the Original IP Agreement shall continue in full force and effect, and Assignor represents and warrants to Silicon that all representations and warranties set forth in the Original IP Agreement, as supplemented hereby, are true and correct as of the date hereof. This Supplement is an integral part of the Original IP Agreement.

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

ASSIGNOR:

ONYX SOFTWARE CORPORATION

By: J. O. Beck
Title: TREASURER
Name (please print):
JAMES O. BECK

Address of Assignor:

1100 112th AVENUE NE, SUITE 100
~~3180 139th Avenue SE, Suite 500~~
Bellevue, Washington ~~98005~~ 98004 *Job*

STATE OF Washington)
) ss.
COUNTY OF King)

On February 27, 2003, before me, Angela L. Wilson
_____, Notary Public, personally appeared
James O. Beck,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Angela L. Wilson

(Seal)

EXHIBIT "A-1"

REGISTERED COPYRIGHTS

<u>REG. NO.</u>	<u>REG. DATE</u>	<u>COPYRIGHT</u>
TX 5-323-197	December 18, 2000	Onyx Enterprise Portal 2.5
TX 5-323-198	December 18, 2000	Onyx Customer Center 5.0
TX 5-323-199	December 18, 2000	Onyx Enterprise Portal 1.0
TX 5-313-717	December 18, 2000	Onyx Customer Center 2.0

UNREGISTERED COPYRIGHTS

NO SUPPLEMENTAL UNREGISTERED COPYRIGHT INFORMATION

LICENSE AGREEMENTS

NO SUPPLEMENTAL LICENSE INFORMATION

PATENTS

NO SUPPLEMENTAL PATENT INFORMATION

TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Revenuelab	2,575,674	June 4, 2002