

8/29/03



09-05-2003

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FORM PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 03/31/2002)

RECORDA TF



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

102542646

To the Honorable Commissioner of Patents and Trademarks, please review the attached original documents or copy thereof.

1. Name of conveying party(ies): Evault, Inc.		2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: HA155 Street Address: 3003 Tasman Drive	
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Association	City: Santa Clara State: CA ZIP: 95054	
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership		
<input checked="" type="checkbox"/> Corporation-State			
<input type="checkbox"/> Other			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance:		<input type="checkbox"/> Individual(s) citizenship	
<input type="checkbox"/> Assignment	<input type="checkbox"/> Merger	<input type="checkbox"/> Association	
<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name	<input type="checkbox"/> General Partnership	
<input type="checkbox"/> Other _____		<input type="checkbox"/> Limited Partnership	
		<input checked="" type="checkbox"/> Corporation-State-Delaware	
		<input type="checkbox"/> Other	
Execution Date: August 8, 2003		If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)	B. Trademark No.(s)
8/100,900	1,944,738
78/100,893	
76/437,626	
76/430,567	
76/430,566	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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: 6
		7. Total fee (37 CFR 3.41): \$165.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> 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

09/04/2003 DBYRNE 00000151 78100900
 01 FC:0521 40.00 DP
 02 FC:0522 125.00 DP

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.

Manbel Artega
Name of Person Signing

Manbel Artega
Signature

8/12/03

SC

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK
REEL: 002816 FRAME: 0466

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") dated August 8, 2003 is between SILICON VALLEY BANK ("Bank") and EVAULT, INC., a Delaware corporation ("Grantor").

RECITALS


A. Bank will make advances to Grantor ("Loans") as described in that certain Loan and Security Agreement of even date herewith (the "Loan Agreement"), but only if Grantor grants Bank a security interest in, among other Collateral, all of Grantor's Intellectual Property, including all Copyrights, Trademarks, Patents and Mask Works. All defined terms used herein shall have the respective meanings accorded to them in the Loan Agreement.

B. Grantor has granted Bank a security interest in all of Grantor's right, title and interest, presently existing or later acquired, in and to all of the Collateral.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in and to Grantor's Intellectual Property (including but not limited to the Copyrights, Patents, Trademarks and Mask Works listed on Exhibits A, B, C, and D hereto), and all proceeds thereof (including but not limited to license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, rights throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part. This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies with respect to the security interest granted hereby are in addition to (and not in lieu of) those set forth in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights, powers and interests are cumulative with every right, power or remedy provided herein. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

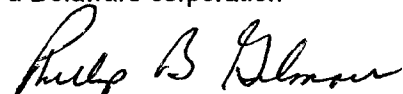
SILICON VALLEY BANK,
a California-chartered bank



(Signature)
V.P.

(Title)

EVAULT, INC.,
a Delaware corporation



(Signature)
CEO

(Title)

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT "C" attached to that certain Intellectual Property Security Agreement.

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>APPLICATION NO./ SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
EE	USA	78/100,900		Pending
EVAULT	USA	78/100,893		Pending
EVAULT PROTECT	USA	76/437,626		Pending
EVAULT DELTAPRO	USA	76/430,567		Pending
EVAULT INFOSTAGE	USA	76/430,566		Pending
E VAULT	USA		1.944,738	Registered

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

SF 186456.1 07263 00307

RECORDED: 08/29/2003

**TRADEMARK
REEL: 002816 FRAME: 0471**