

Resub. 9-23-03

09-23-2003

RE

FORM PTO-1594
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102556624

To the Honorable Commissioner, please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **9-4-02**
 CAPTIVA SOFTWARE CORPORATION

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

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

3. Nature of Conveyance:
 [] Assignment [] Merger
 [X] Security Agreement [] Change of Name
 [] Other

Execution Date: August 15, 2002

2. Name and address of receiving party(ies):
 Name: COMERICA BANK-CALIFORNIA
 Address: 9920 S. LA CIENEGA BLVD., SUITE 1401
 City: INGLEWOOD State: CA Zip: 90301

Individual(s) citizenship:
 Association:
 General Partnership:
 Limited Partnership:
 Corporation - State:
 Other: a California banking corporation

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 [X] No

4. Application number(s) or trademark number(s):
 A. Trademark Application No.(s)
 76/303,456 76/224,500
 75/548,674 75/539,610

B. Trademark Registration No.(s)
 2,422,573 2,386,938
 1,782,551 1,675,756
 2,554,451 1,974,149

Additional numbers attached? [] Yes [X] 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, CA 92121-2133

6 Total number of applications and registrations involved: 10

09/23/2003 DBYRNE 00000034 76303456
01 FC:8522 25.00 DP

7. Total fee (37 CFR 3.41) \$ 240.00
 [X] 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

RECEIVED OFFICE OF PUBLIC RECORDS
23 AM
SEP 18 2003

September 18, 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

PAM0255230.1
1090371-963700

TRADEMARK
REEL: 002828 FRAME: 0147

09-04-2002



FORM PTO-1594
(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102211116

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

1. Name of conveying party(ies):

CAPTIVA SOFTWARE CORPORATION

Individual(s) citizenship:

9.H.02

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

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

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Merger

Security Agreement

Change of Name

Other

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City: INGLEWOOD State: CA Zip: 90301

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Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California banking corporation

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Erin O'Brien

Erin O'Brien

September 3, 2001

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: [7]

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U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

09/04/2002 DBYRNE 00000191 76303456

01 FC:481 40.00 OP
02 FC:482 200.00 OP

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1090371-963700

TRADEMARK
REEL: 002828 FRAME: 0148

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 15, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and CAPTIVA SOFTWARE CORPORATION, a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of June 27, 2001, as amended including without limitation by an Amendment dated as of October 16, 2001 and an Amendment dated as of June 26, 2002, and that certain Amendment and Assumption of Loan and Security Agreement dated August 15, 2002 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, 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.

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:

Address of Grantor:

10145 Pacific Heights Blvd., Suite 600
San Diego, CA 92121

Attn: Kirk Drost

CAPTIVA SOFTWARE CORPORATION

By: *Rick Russo*

Title: *CFO*

BANK:

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401
Inglewood, CA 90301

Attn: Manager

COMERICA BANK-CALIFORNIA

By: *[Signature]*

Title: *Vice President*

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Inscript v.7.2	TX 4-847-498	03/23/99
Inscript v. 7.1		
Inscript v.7.0	TX4-883-861	
Inscript v.6.1		
Inscript v. 6.0		
IFPS v.3.2	TX-4-847-497	03/23/99
FORMWARE v.2.0	TX 4-847-499	03/23/99
FORMWARE v.1.0	TX-4-919-640	07/06/99
IFPS v.3.0	TX-4-919-641	07/06/99
FORMWARE v.1.1		
FORMWARE v.1.2		
FORMWARE v.1.3		
FORMWARE v.1.4		
FORMWARE v.1.5		
FORMWARE v.1.6		
Intelligent forms processing systems (IFPS) v.3.0	TXu 654-910	
Intelligent forms processing systems (IFPS) IFPS OCR processing module intelligent forms processing system software		
Form OCR processor/engine for unix		
Inputaccel		
Inputaccel: rev. 2.2	TX6126388	09/21/00
Actionpoint dialog designer/server		
Quickdriver		
Pixtools scan/view		

PAM0252117.1
1090371-963700

PixTools san/view/EZ 5.0 beta

TX5126387

09/21/00

Pixtools for Java

TX5126390

09/20/00

Pixtools IP

PixTools IP 5.0 beta

TX5126389

09/20/00

Engine.Java version 1.0 (Dialog server beta3)

TX5126386

09/21/00

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Neural network system for adaptive sensory-motor coordination of multijoint robots for single postures	4,884,216	11/28/89
Self organizing neural network method and system for general classification of patterns	5,048,100	09/10/91

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Invoicepack	76/303,456	08/22/01
Claimpack	76/224,500	03/14/01
Captiva	2,422,573	01/23/01
Advantedge	75/548,674	09/04/98
Intellipath	2,386,938	09/04/98
Captiva Software	75/539,610	08/20/98
Formware	2,554,451	04/02/02
Inputaccel	1,974,149	05/14/96
Inscript	1,675,756	02/18/92

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Address of Grantor:

10145 Pacific Heights Blvd., Suite 600
San Diego, CA 92121

Attn: Kirk Drost

GRANTOR:

CAPTIVA SOFTWARE CORPORATION

By: Reck Ross

Title: CFO

BANK:

COMERICA BANK-CALIFORNIA

By: [Signature]

Title: Vice President

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401
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Attn: Manager

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FORMWARE v.1.2		
FORMWARE v.1.3		
FORMWARE v.1.4		
FORMWARE v.1.5		
FORMWARE v.1.6		
Intelligent forms processing systems (IFPS) v.3.0	TXu 654-910	
Intelligent forms processing systems (IFPS) IFPS OCR processing module intelligent forms processing system software		
Form OCR processor/engine for unix		
Inputaccel		
Inputaccel: rev. 2.2	TX6126388	09/21/00
Actionpoint dialog designer/server		
Quickdriver		
Pixtools scan/view		

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1090371-963700

PixTools san/view/EZ 5.0 beta	TX5126387	09/21/00
Pixtools for Java	TX5126390	09/20/00
Pixtools IP		
PixTools IP 5.0 beta	TX5126389	09/20/00
Engine.Java version 1.0 (Dialog server beta3)	TX5126386	09/21/00

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