

05-07-2004



102739867

To the Honorable Commissioner of Patents

Record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Broadsoft, Inc.**

S-S-04

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

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

3. Nature of conveyance:

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

Execution Date: March 28, 2004

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)

2,605,150
2,566,016
2,740,699
2,618,542

COPY/TRANSFER
MAY 5 AM 7:57

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

05/06/2004 MGETACHE 00000035 7605150

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$115

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:0521 40.00 OP
02 FC:0522 75.00 OP

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.

Maribel Arteaga
Name of Person Signing

Maribel Arteaga
Signature

4/27/04
Date

JC Total number of pages including cover sheet, attachments, and document: 9

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 24, 2004 by and between SILICON VALLEY BANK ("Bank") and BROADSOFT, INC. ("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 (a) that certain Accounts Receivable Financing Agreement by and between Bank and Grantor of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; except as otherwise defined herein, capitalized terms used herein are used as defined in the Loan Agreement) and (b) that certain Export-Import Bank Foreign Accounts Receivable Financing Agreement by and between Bank and Grantor (as the same may be amended, modified or supplemented from time to time, the "Exim Loan Agreement"). 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, Patents, and Mask Works to secure the Obligations under the Loan Agreement and the Exim Loan Agreement.

B. Pursuant to the terms of the Loan Agreement and the Exim 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 the Obligations under the Loan Agreement and the Exim Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement, 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 (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 and the Exim 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, the Exim 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.

In this Agreement:

"Business Day" is any day that is not a Saturday, Sunday or a day on which the Bank is closed.

"Copyrights" are all copyright rights, applications or registrations and like protections in each work or authorship or derivative work, whether published or not (whether or not it is a trade secret) now or later existing, created, acquired or held.

"Intellectual Property" is:

All Copyrights, Trademarks and Patents, and Mask Works including amendments, renewals, extensions, and all licenses or other rights to use and all license fees and royalties from the use;

Any trade secrets and any intellectual property rights in computer software and computer software products now or later existing, created, acquired or held;

All design rights which may be available to Borrower now or later created, acquired or held;

Any claims for damages (past, present or future) for infringement of any of the rights above, with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above; and

All Proceeds and products of the foregoing, including all insurance, indemnity or warranty payments.

"Loan Documents" are, collectively, this Intellectual Property Security Agreement, the Loan Agreement, the Exim Loan Documents, any note, or executed by Borrower in favor of Bank, and any other present or future agreement between Borrower and Bank and/or made by Borrower for the benefit of Bank in connection with any of the above, all as amended, extended or restated.

"Mask Works" are all mask works or similar rights available for the protection of semiconductor chips, now owned or later acquired.

"Patents" are patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

"Proceeds" has the meaning described in the Code as in effect from time to time.

"Trademarks" are trademark and servicemark rights, registered or not, applications to register and registrations and like protections, and the entire goodwill of the business of Borrower connected with the trademarks.

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.

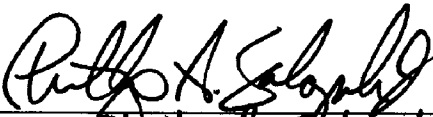
GRANTOR:

Address of Grantor:

220 Perry Parkway
Gaithersburg Maryland 20877

BROADSOFT, INC.

By:


Name: Phillip A. Salopek, Jr.
Title: VP & CFO

BANK:

Address of Bank:

3353 Peachtree Road, N.E.
Suite M-10
Atlanta, Georgia 30326
Attention: Abby Keller

SILICON VALLEY BANK

By: _____

Name:
Title:

"Proceeds" has the meaning described in the Code as in effect from time to time.

"Trademarks" are trademark and servicemark rights, registered or not, applications to register and registrations and like protections, and the entire goodwill of the business of Borrower connected with the trademarks.

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:

220 Perry Parkway
Gaithersburg Maryland 20877

BROADSOFT, INC.

By: _____
Name:
Title:

BANK:

Address of Bank:

3353 Peachtree Road, N.E.
Suite M-10
Atlanta, Georgia 30326
Attention: Abby Keller

SILICON VALLEY BANK

By: Abigail L. Keller
Name: ABIGAYLE L. KELLER
Title: MARKET MANAGER

EXHIBIT A

Copyrights

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

None

RE-199565-v1-(Broadsoft-SVB) IP Security Agreement Schedules.DOC SVB/Broadsoft (IP Sec Ag)
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49V601!.DOC

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	
“System for Providing Services” – US Patent	6,625,274 ✓	September 23, 2003	
“System for Providing Services” – PCT International Patent Application	PCT/US00/20978	August 2, 2000	
“System for Providing Services” – EPO Patent Application	00955313.2	August 2, 2000 (National Entered: April 9, 2002)	Stage
“System for Providing Services” – Australian Patent Application	67535/00	August 2, 2000 (National Entered: April 12, 2002)	Stage
“System for Providing Services” – Canadian Patent Application	2,387,409	August 2, 2000 (National Entered: April 11, 2002)	Stage
“Call Management System” – US Patent Application	09/715,068	November 20, 2000	
“Call Management System” – PCT International Patent Application	PCT/US01/43065	November 13, 2001	
“Call Management System” – EPO Patent Application	01995859.6	November 13, 2001 (National Entered: June 12, 2003)	Stage
“Call Management System” – Australian Patent Application	2002226891	November 13, 2001 (National Entered: June 17, 2003)	Stage
“Call Management System” – Canadian Patent Application	2,429,518	November 13, 2001	

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(National Stage
Entered:
May 20, 2003)

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49V601!.DOC

TRADEMARK
REEL: 002963 FRAME: 0900

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BROADSOFT	2,605,150 ✓	August 6, 2002
BROADSOFT & Design	2,566,016 ✓	April 30, 2002
BROADSOFT ENHANCED SERVICES FOR NEXT_GEN NETWORKS & Design	2,740,699 ✓	August 29, 2000
BROADWORKS	2,618,542 ✓	September 10, 2002
BROADSOFT (European Community Trademark application)	1919562	October 25, 2000

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EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

RE-199565-v1-(Broadsoft-SVB) IP Security Agreement Schedules.DOC SVB/Broadsoft (IP Sec Ag)
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