

05-07-2004



102739868

FORM PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

1. Name of conveying party(ies): **Daleen Technologies, Inc.** *S-5-04*

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

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **02/24/2004**

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)
76219462 75378112	2571368 2607338 2707672 2287878
76218795 75152483	2536545 2607337 2660442 2667479
76200638	2614921 2707643 2685050 2240499
76200637	
75378116	2373397 2248476 2191766 2215969
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: 23

7. Total fee (37 CFR 3.41): \$590.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

05/06/2004 NEGATIVE 00000037 76219462

01 FE:4521	40.00 OP	DO NOT USE THIS SPACE
02 FE:4522	550.00 OP	

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 04/28/2004

Name of Person Signing *Maribel Arteaga* Signature Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK
REEL: 002963 FRAME: 0967

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 24, 2004 by and between SILICON VALLEY BANK ("Bank") and DALEEN TECHNOLOGIES, 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 that certain Export-Import Loan and Security Agreement by and between Bank and Grantor dated February 24, 2004 (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). 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 registered in the United States to secure the obligations of Grantor under the Loan Agreement.

B. 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, 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 Collateral registered in the United States (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 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have cause 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:

DALEEN TECHNOLOGIES, INC.

902 Clint Moore Road, Suite 230
Boca Raton, Florida 33487

Attn: Legal Department

By: 
Name: Dawn R. Landby
Title: VP + General Counsel

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have cause 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:

DALEEN TECHNOLOGIES, INC.

902 Clint Moore Road, Suite 230
Boca Raton, Florida 33487
Attn: _____

By: _____
Name:
Title:

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: _____

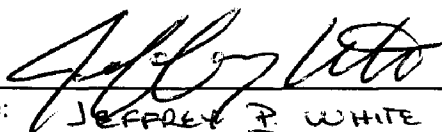
By: 
Name: JEFFREY P. WHITE
Title: SR. VICE PRESIDENT

EXHIBIT A

Copyrights

Description

**Registration/
Application/
Number**

**Registration/
Application/
Date**

EXHIBIT B

Patents

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

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71
72
73
74

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

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EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Patent Number</u>
CUSTOMIZABLE ELECTRONIC INVOICE WITH OPTIONAL SECURITY	09/032,529	6,282,552
DYNAMICALLY CONFIGURABLE AND EXTENSIBLE RATING ENGINE	09/149,495	6,182,054
BILLING SYSTEM FOR DISTRIBUTING THIRD PARTY MESSAGES TO FORM A COMMUNITY OF SUBSCRIBERS TO NEGOTIATE A GROUP PURCHASE FROM THE THIRD PARTY	09/290,804	6,493,722
DATA ELEMENT CHARACTERISTICS CONFIGURATION, MANAGEMENT AND CONTROL FOR BUSINESS MODEL DATA AS APPLIED TO A BILLING SYSTEM	09/477,458 09/567,935	6,526,409
METHOD AND SYSTEM FOR RULE BASED VALIDATION PRIOR TO COMMITTING DATA TO A DATABASE SYSTEM	10/117,377	

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EXHIBIT C

Trademarks

<u>Serial Number</u>	<u>Registration Number</u>	<u>Mark</u>
76286985	2571368	DALEEN
76283488	2536545	DALEEN
76283491	2614921	D
76283490	2607338	DALEEN
76283489	2607337	DALEEN
76180308	2707643	REVCHAIN
76219462		REVENUE CHAIN MANAGEMENT
76218795		REVENUE CHAIN MANAGEMENT
76200640	2707672	POWERING YOUR REVENUE CHAIN
76200638		IIA
76200637		POWERING YOUR REVENUE CHAIN
76180311	2660442	REVCHAIN
76408915	2685050	DALEEN TECHNOLOGIES, INC
75554059	2287878	BILLPLEX
75408918	2667479	DALEEN TECHNOLOGIES, INC.
75408917	2240499	BILLPLEX LOGO
75408916	2373397	DALEEN LOGO
75378116		SMART INVOICE
75378112		INTELLIGENT BILL
75152485	2248476	PRESENCE
75152483		BILLPLEX
75152482	2191766	WORLDWIDE CASINO
75319632	2215969	REVENUE CHAIN MANAGEMENT

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