

06-24-2004

FORM PTO-1594 RI
(Rev. 03/01)
OMB No. 0651-0027 (exp. 05/31/2002)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102775884

To the Honorable Commissioner

Attached original documents or copy thereof

1. Name of conveying party(ies): **Aurema PTY Limited** *6.22-04*
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 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: *6/4/04*

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)
75803894

B. Trademark No.(s)
2646169
2598411
2598410

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 **4**
7. Total fee (37 CFR 3.41): **\$115.00**
 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

06/23/2004 NGETACHE 00000076 75803894

01 FC:8521 40.00 DP
02 FC:8522 75.00 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.

Bryan Brittingham
Name of Person Signing

6/9/04
Date

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

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

TRADEMARK
REEL: 002997 FRAME: 0592

OPR/FINANCE
JUN 22 AM 7:49

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 4, 2004 by and between SILICON VALLEY BANK ("Bank") and AUREMA PTY LIMITED., a company organized and existing under the laws of Australia ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor and AUREMA INC., a California corporation (the "Company") in the amounts and manner set forth in that certain Accounts Receivable Purchase Agreement, dated October 8, 2003 by and between the Company and Buyer (as the same has been amended, modified or supplemented from time to time, the "Accounts Receivable Purchase Agreement"; capitalized terms used herein are used as defined in the Accounts Receivable Purchase 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 described herein to secure the Obligations of Grantor under the Accounts Receivable Purchase Agreement.

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 Accounts Receivable Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's:

(a) Copyrights, trademarks and patents (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto), including amendments, renewals, extensions, and all licenses or other rights to use and all license fees and royalties from the use;

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

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

(d) 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

(e) All proceeds and products of the foregoing, including all insurance, indemnity or warranty payments.

2. (a) **Prospective liability.**

(i) Subject to paragraph (b) below (**Increase in Prospective liability**), for the purpose of the Corporations Act 2001 (Cth) the maximum prospective liability (as defined in the Corporations Act 2001 (Cth)) secured by this Agreement is A\$ 4,000,000 or its equivalent but this clause does not limit the amount of liability at any time secured by or recoverable under this Agreement.

(ii) The nature of prospective liability is advances, interest, fees, costs, indemnities and other amounts included in the definition of Obligations.

(b) **Increase in Prospective liability.** From time to time, Bank may lodge a notice under s268(2) of the Corporations Act 2001 (Cth) on behalf of Grantor specifying the increase in the maximum prospective liability secured by this Agreement. From the date of lodgement the sum specified in paragraph (a) will be taken to be varied to the sum specified in the notice.

(c) **Limit on Liability.** Notwithstanding anything set forth herein to the contrary, in no event will the Bank be permitted to recover sums pursuant to this Agreement in excess of the unpaid Obligations.

3. Grantor shall not register any Copyrights with the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior notice to Bank of its intent to register such Copyrights and has provided Bank with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Bank may reasonably request in order to maintain the perfection and priority of Bank's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Bank a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Bank to maintain the perfection and priority of its security interest in such Copyrights. Grantor shall provide written notice to Bank of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing. Grantor will (i) protect, defend and maintain the validity and enforceability of the Intellectual Property and promptly advise Bank in writing of material infringements and (ii) not allow any Intellectual Property material to Grantor's business to be abandoned, forfeited or dedicated to the public without Bank's written consent.

4. AUREMA INC., the parent corporation to the Grantor, joins in this Agreement for the purpose to ratify the Grantor's grant of the security interest and lien described herein.

5. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Accounts Receivable Purchase Agreement, 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 Accounts Receivable Purchase Agreement, 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 Accounts Receivable Purchase 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.

6. This Agreement is governed by the laws of the State of California. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of California. Each party waives any right it has to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim those courts do not have jurisdiction.

7. Service of Process. Grantor hereby irrevocably designates and appoints Nelson CRADALL, ELG Law Firm, as Grantor's authorized agent to receive on Grantor's behalf service of any and all process that may be served in any suit, action, or proceeding instituted in connection with this Agreement in any state or federal court sitting in the State of California. If such agent shall cease so to act, Grantor shall irrevocably designate and appoint without delay another such agent in the State of California satisfactory to the Buyer and shall promptly deliver to the Buyer evidence in writing of such agent's acceptance of such appointment and its agreement that such appointment shall be irrevocable. Grantor hereby consents to process being served in any suit, action, or proceeding instituted in connection with this Agreement and/or the Existing Documents by (a) the mailing of a copy thereof by certified mail, postage prepaid, return receipt requested, to Grantor and (b) serving a copy thereof upon the agent hereinabove designated and appointed by Grantor as Grantor's agent for service of process. Grantor irrevocably agrees that such service shall be deemed in every respect effective service of process upon Grantor in any such suit, action or proceeding, and shall, to the fullest extent permitted by law, be taken and held to be valid personal service upon Grantor. Nothing in this Section shall affect the right of the Buyer to serve process in any manner otherwise permitted by law or limit the right of the Buyer otherwise to bring proceedings against Grantor in the courts of any jurisdiction or jurisdictions.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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:

AUREMA PTY LIMITED

By: [Signature]
Name: MARK WRIGHT
Title: Director

By: [Signature]
Name: John Scull
Title: Director or Secretary

Address of Grantor:

no ~~19925~~ 19925 STEVENS CREEK BLVD.
CUPERTINO, CA 95014
Attention: MARK WRIGHT

AUREMA, INC.

By: [Signature]
Name: MARK WRIGHT
Title: CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

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

By: [Signature]
Title: VP

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

None

EXHIBIT C

Trademarks

05803894

ACTIVE RESOURCE MANAGEMENT TECHNOLOGY (ARMTECH)

INTL CLASS: 9 (Electrical & Scientific Apparatus)

STATUS: **Pending**-Published for Opposition; Fifth Extension - Granted; Intent to Use - Application; Intent To Use - Current

GOODS/SERVICES: COMPUTER SOFTWARE FOR USE ON CORPORATE, INSTITUTIONAL AND SCIENTIFIC COMPUTER SERVERS AND COMPUTER SYSTEMS, NAMELY, SOFTWARE FOR USE IN SCHEDULING, MANAGING, MONITORING AND ALLOCATING SYSTEM RESOURCES AMONG ONE OR MORE APPLICATIONS, USERS AND COLLECTIONS THEREOF ON THAT COMPUTER SERVER OR COMPUTER NETWORK, AND USER MANUALS AND ASSOCIATED DOCUMENTATION SOLD AS A UNIT THEREWITH

SERIAL NO.: **75-803,894**

FILED: September 15, 1999

PUBLISHED: November 28, 2000

REVIVED: October 18, 2002

EXTENSION APPROVED: September 4, 2003

ALLOWANCE FILED: February 20, 2001

ORIGINAL APPLICANT: **AUREMA PTY. LIMITED** (Australia Proprietary company), 79 MYRTLE STREET, LEVEL 2, CHIPPENDALE NSW 2008, AU (Australia)

OWNER AT PUBLICATION: **AUREMA PTY. LIMITED** (Australia Proprietary company), 79 MYRTLE STREET, LEVEL 2, CHIPPENDALE NSW 2008, AU (Australia)

05681192

AUREMA INTL CLASS: 41 (Education & Entertainment Services)

STATUS: Registered; Intent to Use - Application

USPTO STATUS: **Registered** - November 5, 2002

GOODS/SERVICES: EDUCATIONAL SERVICES, NAMELY, CONDUCTING CLASSES, SEMINARS, CONFERENCES, AND WORKSHOPS, BOTH INTERACTIVELY OR VIA RE-RECORDED MATERIAL IN THE FIELD OF SOFTWARE AND ASSOCIATED PRACTICES FOR MANAGING AND MONITORING THE RESOURCES OF COMPUTER SERVERS, COMPUTER SERVER NETWORKS, NETWORK COMPUTERS AND COMPUTER NETWORKS

SERIAL NO.: 75-681,192

FILED: March 29, 1999

REG. NO.: **2,646,169**

REGISTERED: November 5, 2002
FIRST USE: November 6, 2001 (Intl Class 41)
FIRST COMMERCE: November 6, 2001 (Intl Class 41)
PUBLISHED: September 4, 2001
ALLOWANCE FILED: November 27, 2001
ORIGINAL APPLICANT: **SOFTWAY PTY. LIMITED** (Australia Proprietary company), 79 MYRTLE STREET, LEVEL 2, CHIPPENDALE NSW 2008, AU (Australia)
1ST NEW OWNER BEFORE PUBLICATION: **AUREMA PTY. LIMITED** (Australia Proprietary company), PO BOX 305, STRAWBERRY HILLS, NSW 2012, AU (Australia)
OWNER AT PUBLICATION: **AUREMA PTY. LIMITED** (Australia Proprietary company), PO BOX 305, STRAWBERRY HILLS, NSW 2012, AU (Australia)
Assignee(s): **AUREMA PTY. LIMITED** (Australian proprietary company), P.O. BOX 305, STRAWBERRY HILLS, NSW 2012, AU (Australia)
Assignor(s): **SOFTWAY PTY. LIMITED** (Australian proprietary company), Date Signed: May 5, 1999 Reel/Frame: 2065/0864
Recorded: April 20, 2000

05673170

AUREMA

INTL CLASS: 42 (Scientific, technological & legal services)
STATUS: Registered; Intent to Use - Application
USPTO STATUS: **Registered** - July 23, 2002
GOODS/SERVICES: COMPUTER SOFTWARE CONSULTING, DESIGN AND DEVELOPMENT SERVICES FOR OTHERS RELATED TO COMPUTER OPERATING SYSTEMS, SOFTWARE TOOLS, COMPUTER HARDWARE DEVICES AND COMPUTER NETWORKS, INCLUDING A GLOBAL COMPUTER NETWORK
SERIAL NO.: 75-673,170
FILED: March 29, 1999
REG. NO.: **2,598,411**
REGISTERED: July 23, 2002
FIRST USE: November 6, 2001 (Intl Class 42)
FIRST COMMERCE: November 6, 2001 (Intl Class 42)
PUBLISHED: July 18, 2000
EXTENSION APPROVED: October 23, 2001
ALLOWANCE FILED: October 10, 2000
ORIGINAL APPLICANT: **SOFTWAY PTY. LIMITED** (Australia Proprietary company), 79 MYRTLE STREET, LEVEL 2, CHIPPENDALE NSW 2008, AU (Australia)
OWNER AT PUBLICATION: **SOFTWAY PTY. LIMITED** (Australia Proprietary company), 79 MYRTLE STREET, LEVEL 2, CHIPPENDALE NSW 2008, AU (Australia)

1ST NEW OWNER AFTER PUBLICATION: AUREMA PTY. LTD. (Australia Proprietary company), 79 MYRTLE STREET, LEVEL 2, CHIPPENDALE NSW 2008, AU (Australia)

05673169

AUREMA

INTL CLASS: 9 (Electrical & Scientific Apparatus)

STATUS: Registered; Intent to Use - Application

USPTO STATUS: **Registered** - July 23, 2002

GOODS/SERVICES: SOFTWARE AVAILABLE THROUGH MAGNETIC MEDIA OR DOWNLOADABLE FROM A GLOBAL COMPUTER NETWORK FOR MANAGING AND MONITORING THE RESOURCES OF COMPUTER SERVERS, COMPUTER SERVER NETWORKS, NETWORK COMPUTERS, AND COMPUTER NETWORKS; USER MANUALS, TRAINING MATERIALS, INSTALLATION GUIDES, OPERATIONS GUIDES, AND TECHNICAL OVERVIEWS IN THE FIELD OF COMPUTER SOFTWARE, COMPUTER HARDWARE AND COMPUTER SYSTEMS DISTRIBUTED THEREWITH

SERIAL NO.: 75-673,169

FILED: March 29, 1999

REG. NO.: **2,598,410**

REGISTERED: July 23, 2002

FIRST USE: December 21, 2001 (Intl Class 9)

FIRST COMMERCE: December 21, 2001 (Intl Class 9)

PUBLISHED: July 18, 2000

EXTENSION APPROVED: October 23, 2001

ALLOWANCE FILED: October 10, 2000

ORIGINAL APPLICANT: SOFTWAY PTY. LIMITED (Australia Proprietary company), 79 MYRTLE STREET, LEVEL 2, CHIPPENDALE NSW 2008, AU (Australia)

OWNER AT PUBLICATION: SOFTWAY PTY. LIMITED (Australia Proprietary company), 79 MYRTLE STREET, LEVEL 2, CHIPPENDALE NSW 2008, AU (Australia)

1ST NEW OWNER AFTER PUBLICATION: AUREMA PTY. LTD. (Australia Proprietary company), 79 MYRTLE STREET, LEVEL 2, CHIPPENDALE NSW 2008, AU (Australia)

Assignee(s): **AUREMA PTY. LIMITED** (Australian propreitary company), P.O. BOX 305, STRAWBERRY HILLS, NSW 2012, AU (Australia)

Assignor(s): SOFTWAY PTY. LIMITED (Australian proprietary company), Date Signed: May 5, 1999

Reel/Frame: 2065/0864

Recorded: April 20, 2000