

06-24-2004

FORM PTO-1594

REC



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 03/01)

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

102775886

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

1. Name of conveying party(ies):
Managed Object Solutions, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other
6.22.04

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: May 19, 2004

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)
76/088,744
76/088,743
76/088,742

B. Trademark No.(s)
2,361,676
2,606,650
2,674,752
2,788,106

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: **7**
7. Total fee (37 CFR 3.41): **\$190**
 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 MGETACHE 00000083 76088744

01 FC18521 40.00 DP
02 FC18522 150.00 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.

Maribel Arteaga
Name of Person Signing

Maribel Arteaga
Signature

6/8/04
Date

Janice Chua

Total number of pages including cover sheet, attachments, and document: **12**

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: 0622

2004 JUN 22 AM 7:47
OPR/FINANCE

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of May 19, 2004 by and between SILICON VALLEY BANK ("Secured Party") and Managed Object Solutions, Inc. ("Grantor," and together with the Secured Party, the "Parties").

RECITALS

A. Secured Party and Grantor previously entered into that certain Loan and Security Agreement dated December 12, 2001 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein which are not defined, have the meanings set forth in the Loan Agreement).

B. Each of the Parties to this Agreement wish to terminate that certain (i) Security Agreement by and between the Parties, dated as of January 31, 2002, and (ii) Negative Pledge Agreement by and between the Parties, dated as of January 31, 2003 (together, the "Prior IP Security Agreements").

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to all Intellectual Property and all other Collateral.

NOW, THEREFORE, as collateral security for the payment and performance when due of all of the Obligations, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure all of the Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (as defined in the Loan Agreement), including without limitation the following:

(a) All of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A-1 to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, including without limitation the Unregistered Copyrights listed in Exhibit A-2 to this Agreement, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights.

(d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party 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 Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the other 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 Secured Party of any one or more of the rights, powers or remedies provided for in this 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 Secured Party, of any or all other rights, powers or remedies.

3. Termination of Prior IP Security Agreements. Each of the Parties acknowledges and agrees that each of the Prior IP Security Agreements is hereby terminated and of no further force and effect and replaced in its entirety by this Agreement.

4. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has no present maskworks, software, computer programs and other works of authorship registered with the United States Copyright Office except as disclosed on Exhibit A-1 hereto.

(b) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

(c) Grantor shall promptly advise Secured Party of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Grantor.

(d) Grantor shall not register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

5. General. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements. This Agreement may be amended only by a written instrument signed

by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement. This Agreement, the Loan Agreement, and the other Loan Documents comprise the entire agreement of the parties with respect to the matters addressed in this Agreement. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

6. WAIVER OF RIGHT TO JURY TRIAL. SECURED PARTY AND GRANTOR EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN SECURED PARTY AND GRANTOR; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF SECURED PARTY OR GRANTOR OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH SECURED PARTY OR GRANTOR; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

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.

Address of Grantor:

7925 Westpark Drive
McLean, Virginia 22102

Grantor:

MANAGED OBJECT SOLUTIONS, INC.

By: _____

Title: _____

Name: _____

Joseph F. Grecco
CFO
Joseph F. Grecco

Address of Secured Party:

3003 Tasman Drive
Santa Clara, California 95054

Secured Party:

SILICON VALLEY BANK

By: _____

Title: _____

Form: 3/1/02
Document Version: -1

by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement. This Agreement, the Loan Agreement, and the other Loan Documents comprise the entire agreement of the parties with respect to the matters addressed in this Agreement. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

6. WAIVER OF RIGHT TO JURY TRIAL. SECURED PARTY AND GRANTOR EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN SECURED PARTY AND GRANTOR; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF SECURED PARTY OR GRANTOR OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH SECURED PARTY OR GRANTOR; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

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.

Address of Grantor:

7925 Westpark Drive
McLean, Virginia 22102

Grantor:

MANAGED OBJECT SOLUTIONS, INC.

By: *Joseph F. D...*
Title: *CFO*
Name: *Joseph F. D...*

Address of Secured Party:

3003 Tasman Drive
Santa Clara, California 95054

Secured Party:

SILICON VALLEY BANK

By: *Megan Schell for Heather Christian*
Title: *Vice President*

Form: 3/1/02
Document Version: -1

EXHIBIT A-1

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

All works were developed and are owned by the Grantor

Name of work	Nature of work	Nature of rights in work
Managed Objects Event Integrator (EVE)	Software	Licensors
Managed Objects FORMULA	Software	Licensors
Managed Objects ItoORB for HP OpenView Operations	Software	Licensors
Managed Objects MaxORB (discontinued with 2.1)	Software	Licensors
Managed Objects NvORB for Tivoli NetView	Software	Licensors
Managed Objects OvORB for HP OpenView Network Node Manager (NNM)	Software	Licensors
Managed Objects PatrolORB (discontinued with 3.1)	Software	Licensors
Managed Objects TecORB for Tivoli Enterprise Console (T/EC)	Software	Licensors
Managed Objects UniORB for CA Unicenter TNG/NSM	Software	Licensors
Managed Objects SpecORB for Aprisma SPECTRUM	Software	Licensors
Aprisma Management Technologies SPECTRUM Adapter	Software	Licensors
BMC Software PATROL Enterprise Manager (PEM) ¹ Adapter	Software	Licensors
BMC Software MAX/Enterprise Adapter	Software	Licensors
BMC Software PATROL Adapter	Software	Licensors
Cisco Info Center (CIC) Adapter	Software	Licensors
Cisco Works 2000 Device Fault Manager (DFM) Adapter	Software	Licensors
Computer Associates Unicenter TNG/NSM Adapter	Software	Licensors
ConnectPoint LinkXChange Adapter	Software	Licensors
HP OpenView Operations for Unix Adapter (previously ITO)	Software	Licensors
HP OpenView Network Node Manager (NNM) Adapter	Software	Licensors
IT Masters MasterCell Adapter	Software	Licensors
Managed Objects Demonstration Adapter	Software	Licensors
Managed Objects Event Integrator (EVE) Adapter	Software	Licensors
Managed Objects FORMULA-to-FORMULAAdapter	Software	Licensors
Managed Objects SIGpro Performance Manager Adapter (discontinued with 2.12)	Software	Licensors
OMG CosNaming Service Adapter (discontinued with 2.12)	Software	Licensors
NetIQ AppManager Adapter	Software	Licensors
Tivoli NetView Adapter	Software	Licensors
Tivoli Enterprise Console (T/EC) Adapter	Software	Licensors
Tivoli Enterprise Console (T/EC+) Adapter	Software	Licensors
FORMULA Server	Software	Licensors
MicroMuse NetCool/OMNIBUS Adapter	Software	Licensors

¹ Formerly, COMMAND/POST

Name of work	Nature of work	Nature of rights in work
Managed Objects Microsoft Operations Manager (MOM) Adapter	Software	Licensor
Managed Objects Script Adapter	Software	Licensor
Managed Objects Universal Adapter	Software	Licensor
Managed Objects SNMP Adapter	Software	Licensor
System Management Arts (SMARTS) InCharge Adapter	Software	Licensor
BMC Software Remedy Adapter	Software	Licensor
Gensym G2 Adapter	Software	Licensor
Mercury Interactive Topaz Adapter	Software	Licensor
Mercury SiteScope LogF Adapter	Software	Licensor
Managed Objects Business Data Integrator	Software	Licensor
Managed Objects Business Experience Manager	Software	Licensor
BEM Monitor 10-Pack	Software	Licensor
FORMULA Business Service Analyzer	Software	Licensor
FORMULA-to-FORMULA Activator for BSA	Software	Licensor
Managed Objects Portal Builder	Software	Licensor
FORMULA Operations Client Users	Software	Licensor
FORMULA Portal Users	Software	Licensor
Managed Objects Event Integrator Ruleset Editor	Software	Licensor
Managed Objects Event Integrator 5-Agent Pack	Software	Licensor

EXHIBIT A-2

UNREGISTERED COPYRIGHTS

EXHIBIT B

PATENTS

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT C

TRADEMARKS

All trademarks are held by the Grantor.

Mark	Juris-diction	Registration No.	Registration Date	Status
FORMULA	U.S.	2,361,676	June 27, 2000	Affidavit due during year prior to June 27, 2006 to maintain registration
E-BUSINESS MANAGE- MENT SIMPLIFIED	U.S.	2,606,650	August 13, 2002	Affidavit due during year prior to August 13, 2008 to maintain registration
MANAGE TECHNOLOGY > RULE BUSINESS (service mark)	U.S.	2,674,752	January 14, 2003	Affidavit due during year prior to January 14, 2009 to maintain registration
MANAGED OBJECTS	CTM	1804038	August 10, 2000	
MANAGED OBJECTS	CTM	1804053	August 10, 2000	
MANAGE TECHNOLOGY > RULE BUSINESS	U.S.	2,788,106	January 14, 2003	

Pending Applications

Mark	Juris-diction	Serial No.	Date Filed
E-EQUATIONS	U.S.	76/088,744	July 14, 2000
FORMULA INTEGRATION ENGINE	U.S.	76/088,743	July 14, 2000
TECHNOLOGY IN BUSINESS TERMS	U.S.	76/088,742	July 14, 2000

Other Marks

EVE
FORMULA EVENT INTEGRATOR
MANAGED OBJECTS and Design
BUSINESS SERVICE MANAGEMENT³
BSM³
BUSINESS SERVICE VIEWS
SERVICE MANAGEMENT PORTALS
BUSINESS SERVICE ANALYZER
BUSINESS DATA INTEGRATOR
BUSINESS EXPERIENCE MANAGER
USER EXPERIENCE MANAGER
APPLICATION EXPERIENCE MANAGER
FORMULA FOR SUCCESS
FORMULA VIEWBUILDER SERVICE
MANAGED OBJECTS
THE BUSINESS SERVICE MANAGEMENT COMPANY
BUSINESS SERVICE LEVEL MANAGER
Various stylized logos

The Grantor filed an application to register E-QUATIONS with the Office of Harmonization in the Internal Market (CTM App. No. 001804061, filed August 10, 2000). The CTM application to register E-QUATIONS was opposed by Etablissements Bodet (Opp. No. 420903, commenced June 8, 2001) and Midas-Kapiti International, Ltd. (Opp. No. 417073, commenced July 23, 2001). The Grantor formally withdrew the CTM application to register E-QUATIONS on December 28, 2001.