

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SABRIX, INC.		12/31/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	2321 ROSECRANS AVE
Internal Address:	SUITE 5000
City:	EL SEGUNDO
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	Michigan banking corporation:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78494915	SABRIX
Serial Number:	78494910	SABRIX
Registration Number:	2421198	SABRIX
Registration Number:	2531604	TAXBAY
Registration Number:	2587878	TAXBAY

CORRESPONDENCE DATA

Fax Number: (858)677-1401
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858-638-6717
 Email: Erin.O'Brien@dlapiper.com
 Correspondent Name: Erin O'Brien
 Address Line 1: 4365 Executive Drive
 Address Line 2: SUITE 1100
 Address Line 4: San Diego, CALIFORNIA 92121

CH \$140.00 78494915

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	02/09/2005
Total Attachments: 7 source=sabrix#page1.tif source=sabrix#page2.tif source=sabrix#page3.tif source=sabrix#page4.tif source=sabrix#page5.tif source=sabrix#page6.tif source=sabrix#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 31, 2004 by and between COMERICA BANK ("Bank") and SABRIX, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement dated as of August 15, 2001, as amended, including without limitation by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of August 29, 2002, that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of October 9, 2002, that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of December 23, 2003, and that certain Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of December 31, 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 to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement and subject to the limitations therein, 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 Intellectual Property 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 Grantor and Bank, 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 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.

Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include any rights of Borrower as a licensee to the extent the granting of a security interest therein (i) would be contrary to applicable law or (ii) is prohibited by or would constitute a default under any agreement or document governing such property (but only to the extent such prohibition is enforceable under applicable law); provided that upon the termination or lapsing of any such prohibition, such property shall automatically be part of the Intellectual Property Collateral.

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 subject to the terms and conditions set forth in the Loan Agreement and are in addition to 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

SABRIX, INC.

Address of Grantor:

5185 SW Meadows Road, Suite 420
Lake Oswego, OR 97035

Attn: Chief Financial Officer

By: Jess Stephens
Title: CFO

BANK:

COMERICA BANK

Address of Bank:

2021 Rosecrans Ave., Suite 5000
El Segundo, CA 90245

Attn: Manager

By: J.P. Marshall
Title: Senior Vice President

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
Universal Tax Engine	60/480989	6/23/2003
Universal Tax Engine	10/869812	6/15/2004
Methods and Apparatus for Centralized Global Tax Computation, Management, and Compliance Reporting	10/037035	1/2/2002

EXHIBIT C

Trademarks

Trademarks

Mark: SABRIX

Serial #: 78/494915

Date Filed: 10/5/2004

Country: United States

Class(es): 9, 35, 41, 42

Goods/Services: Computer software in the fields of finance, taxation, and global trade for use in business compliance and management (Cl. 9); Providing business consultation services in the fields of business systems analysis, finance, taxation, global trade, business compliance, and business software applications for electronic commerce conducted over the internet (Cl. 35); Providing training services in the fields of business systems analysis, finance, taxation, global trade, business compliance, and business software applications for electronic commerce conducted over the internet (Cl. 41); Providing maintenance and support for computer software in the fields of finance, taxation, and global trade for use in business compliance and management; providing research services in the fields of business systems analysis, finance, taxation, global trade, business compliance, and business software applications for electronic commerce conducted over the internet (Cl. 42)

Mark: SABRIX

Serial #: 4120234

Date Filed: 11/11/2004

Country: CTM

Class(es): 9, 35, 41, 42

Goods/ Services: Computer software in the fields of finance, taxation, and global trade for use in business compliance and management (Cl. 9); Providing business consultation services in the fields of business systems analysis, finance, taxation, global trade, business compliance, and business software applications for electronic commerce conducted over the internet (Cl. 35); Providing training services in the fields of business systems analysis, finance, taxation, global trade, business compliance, and business software applications for electronic commerce conducted over the internet (Cl. 41); Providing maintenance and support for computer software in the fields of finance, taxation, and global trade for use in business compliance and management; providing research services in the fields of business systems analysis, finance, taxation, global trade, business compliance, and business software applications for electronic commerce conducted over the internet (Cl. 42)

Mark: SABRIX AND DESIGN

SABRIX

Serial #: 78/494910

Date Filed: 10/5/2004

Country: United States

Class(es): 9, 35, 41, 42

Goods/ Services: Computer software in the fields of finance:taxation, and global trade for use in business compliance and management (Cl. 9); Providing business consultation services in the fields of business systems analysis, finance, taxation, global trade, business compliance, and business software applications for electronic commerce conducted over the internet (Cl. 35); Providing training services in the fields of business systems analysis, finance, taxation, global trade, business compliance, and business software applications for electronic commerce conducted over the internet (Cl. 41); Providing maintenance and support for computer software in the fields of finance, taxation, and global trade for use in business compliance and management; providing research services in the fields of business systems analysis, finance, taxation, global trade, business compliance, and business software applications for electronic commerce conducted over the internet (Cl. 42)

Mark: SABRIX AND DESIGN

SABRIX

Serial #: 4120242

Date Filed: 11/11/2004

Country: CTM

Class(es): 9, 35, 41, 42

Goods/Services: Computer software in the fields of finance, taxation, and global trade for use in business compliance and management (Cl. 9); Providing business consultation services in the fields of business systems analysis, finance, taxation, global trade, business compliance, and business software applications for electronic commerce conducted over the internet (Cl. 35); Providing training services in the fields of business systems analysis, finance, taxation, global trade, business compliance, and business software applications for electronic commerce conducted over the internet (Cl. 41); Providing maintenance and support for computer software in the fields of finance, taxation, and global trade for use in business compliance and management; providing research services in the fields of business systems analysis, finance, taxation, global trade, business compliance, and business software applications for electronic commerce conducted over the internet (Cl. 42)

Mark: SABRIX AND DESIGN (Old Logo)

SABRIX

Serial #: 75/876098

Date Filed: 12/21/1999

Registration #: 2,421,198

Date Registered: 1/16/2001

Country: United States

Class(es): 35

Goods/Services: Business consultation in the field of business systems analysis and business software applications for electronic commerce conducted over a global computer network

Mark: TAXBAY

Serial #: 76/083502

Date Filed: 7/6/2000

Registration #: 2,531,604

Date Registered: 1/22/2002

Country: United States

Class(es): 9, 42

Goods/Services: Computer software, namely, sales and use tax compliance software for use by businesses (Cl. 9); Computer services, namely, application service provider services for businesses in connection with sales and use tax compliance software accessed or delivered over a global computer network (Cl. 42)

Mark: TAXBAY AND DESIGN

**TaxBay**

Serial #: 76/197672

Date Filed: 1/22/2001

Registration #: 2,587,878

Date Registered: 7/2/2002

Country: United States

Class(es): 9, 42

Goods/Services: Computer software, namely, sales and use tax compliance software for use by businesses (Cl. 9); Computer services, namely, application service provider services for businesses in connection with sales and use tax compliance software accessed via a global computer network (Cl. 42)

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