

09-01-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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8/30/04

102826775

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Hindbox, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability co.
- Association
- Limited Partnership

Citizenship (see guidelines) California
Execution Date(s) 7/14/2003

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bridge Bank, NA

Internal Address:

Street Address: 2120 El Camino Real
City: San Jose, CA ~~9~~ Santa Clara
State: CA

Country: USA Zip: 95050

Association Citizenship National Assoc.

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,430,923 ; 1,857,208 ; 1,552,660

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Bridge Bank, NA

Internal Address: BCFG

Street Address: 2120 El Camino Real

City: Santa Clara

State: Ca Zip: 95050

Phone Number: 408-556-6503

Fax Number: 408-423-8510

Email Address:

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Richelle Medina

Signature

8/13/2004

Date

Richelle R. Medina

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/31/2004 LINDLER 0000096 1430923
01 FC:6521
02 FC:6522

TRADEMARK
REEL: 003039 FRAME: 0891

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 14, 2003, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and MINDBOX, LLC, ("Grantor") is made with reference to the Business Financing Agreement, dated as of July 14, 2003 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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 intellectual property rights identified above;

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

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

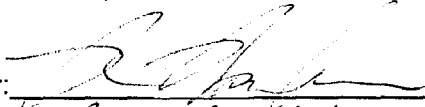
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

MINDBOX, LLC

By: 
Name: RICHTSANTU
Title: CEO

Address for Notices:

Attn:

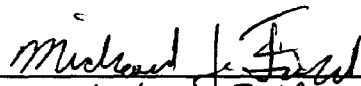
300 Drakes Landing, Suite 155

Greenbrae, CA 94945

Fax: (415) 785-3055

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 
Name: Michael J. Field
Title: EVP

Address for Notices:

Attn: Mike Field

2120 El Camino Real

Santa Clara, CA 95050

Tel: (408) 982-2106

Fax: (408) 982-2112

**ATTACHMENT
TO LIMITED LIABILITY COMPANY CERTIFICATE OF AMENDMENT**

Please record the attached Limited Liability Company Certificate of Amendment showing the change of name of MindBox Acquisition, LLC to MindBox LLC against the following 20 titles:

Registration No.	Registration Date	Author(s)	Title
TXu 904-640	1/28/00	Brightware, Inc.	WBPR (Version 1.0)
TXu 904-650	1/28/00	Brightware, Inc.	ETS (Version 1.0)
TXu 904-634	1/28/00	Brightware, Inc.	RULE SERVER (Version 1.0)
TXu 904-641	1/28/00	Brightware, Inc.	RAP (Version 1.0)
TXu 904-644	1/28/00	Brightware, Inc.	MESSAGE JAVA (Version 1.0)
TXu 904-638	1/28/00	Brightware, Inc.	HTML VIEWER (Version 1.0)
TXu 904-633	1/28/00	Brightware, Inc.	EMACS (Version 1.0)
TXu 904-648	1/28/00	Brightware, Inc.	WINDOWS TABS (Version 1.0)
TXu 904-643	1/28/00	Brightware, Inc.	ASD (Version 1.0)
TXu 904-647	1/28/00	Brightware, Inc.	TUXEDO (Version 1.0)
TXu 904-649	1/28/00	Brightware, Inc.	AEPROP SHEET (Version 1.0)
TXu 904-646	1/28/00	Brightware, Inc.	UTILITY PACK (Version 1.0)
TXu 904-637	1/28/00	Brightware, Inc.	EXCEPTION (Version 1.0)
TXu 904-652	1/28/00	Brightware, Inc.	ARRAY (Version 1.0)
TXu 904-645	1/28/00	Brightware, Inc.	AUDIT TRAIL (Version 1.0)
TXu 904-639	1/28/00	Brightware, Inc.	PES (Version 1.0)
TXu 904-635	1/28/00	Brightware, Inc.	ART ENTERPRISE (Version 3.01)
TXu 904-642	1/28/00	Brightware, Inc.	ART (Version 3.2)
TXu 904-636	1/28/00	Brightware, Inc.	ART-IM (Version 3.6)
TXu 904-651	1/28/00	Brightware, Inc.	ART-IM (Version 2.5)

SF #863182 v1