

9/9/04

09-10-2004



102833382

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

1. Name of conveying party(ies): **ESSEND TECHNOLOGIES, INC.**  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other  
Additional name(s) of conveying party(ies) attached?  Yes  No

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: 8-25-04

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State-CA  
 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)  
**75-927886; 75-896921; 75-896800; 75-896922; 75-896901;**  
**75-888707; 75-888918; 75-772417; 75-772415; 75-772416;**  
**75-721253; 75-716210; 75-647018; 75-647022**

B. Trademark No.(s)

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: 14  
7. Total fee (37 CFR 3.41): \$365.00  
 Enclosed  
 Authorized to be charged to deposit account

09/09/2004 6TON11 00000015 75937886  
01 FC:8521 40.00 US  
02 FC:8522 325.00 US  
DO NOT USE THIS SPACE

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

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

8/26/04  
Date

Margaret Fujii  
Total number of pages including cover sheet, attachments, and document: 7

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 26, 2004 by and between SILICON VALLEY BANK ("Bank") and ESCEND 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 Loan and Security Agreement by and between Bank and Grantor of even date herewith (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, Patents, and Mask Works 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 (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Exhibits A, B, C, and D 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]***

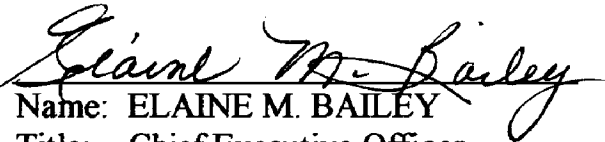
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

ESCEND TECHNOLOGIES, INC.

880 Maude Avenue, Suite D  
Mountain View, CA 94043

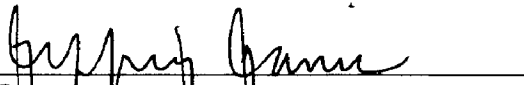

By:   
Name: ELAINE M. BAILEY  
Title: Chief Executive Officer

**BANK:**

Address of Bank:

SILICON VALLEY BANK

2400 Geng Road, Suite 200  
Palo Alto, CA 94303

By:   
Name:   
Title: VP / RM

**EXHIBIT A**

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

**EXHIBIT B**

Patents

Description

Registration/  
Application/  
Number

Registration/  
Application/  
Date

None

**EXHIBIT C**

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SIN	75-937886	March 7, 2000
SYNC2ME.COM	75-896921	January 14, 2000
SYNC2ME	75-896800	January 14, 2000
SYNC2ME	75-896922	January 14, 2000
SYNC2ME.COM	75-896901	January 14, 2000
DEFINE YOUR ENTERPRISE	75-888707	January 6, 2000
ME, INC.	75-888918	January 6, 2000
E2ME	75-772417	August 10, 1999
INTELLISCRIPIT	75-772415	August 10, 1999
INFOPORTAL	75-772416	August 10, 1999
EFEED	75-721253	June 4, 1999
E & Design	75-716210	May 27, 1999
DATACONNECTOR	75-647018	February 24, 1999
EIS	75-647022	February 24, 1999

SVB/Escend (IP Sec Ag)  
IP.DOC

**EXHIBIT D**

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

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**EXHIBIT D**

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

SVB/Escend (IP Sec Ag)  
IP.DOC

RECORDED: 09/08/2004

TRADEMARK  
REEL: 003045 FRAME: 0083