

12-20-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



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

12-20-04

TRADEMARKS JUNE 102907032

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

<p>1. Name of conveying party(ies)/Execution Date(s): Business Engine Corporation 100 Bush Street, 22nd Floor San Francisco, CA 94104</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State CA <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____ Execution Date(s) December 16, 2004 Additional Names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies)</p> <p>Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name: <u>Oak Investment Partners IX, Limited Partnership</u> Internal Address: _____ Street Address: <u>One Gorham Island</u> City: <u>Westport</u> State: <u>CT</u> Country: <u>USA</u> Zip: <u>06880</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input checked="" type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>									
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>		<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <table border="1"> <tr> <td>A. Trademark Application No.(s)</td> <td>B. Trademark Registration No.(s)</td> </tr> <tr> <td></td> <td>1827924 1761186 2042001</td> </tr> <tr> <td></td> <td>1837249</td> </tr> <tr> <td></td> <td>1761183 Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> </table> <p>C. Identification or Description of Trademark(s) (and Filing Date if application or Registration Number is unknown): </p>		A. Trademark Application No.(s)	B. Trademark Registration No.(s)		1827924 1761186 2042001		1837249		1761183 Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
A. Trademark Application No.(s)	B. Trademark Registration No.(s)										
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	1761183 Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										
<p>5. Name & address of party to whom correspondence concerning documents should be mailed: Name: <u>Melanie Cass</u> Internal Address: _____ Street Address: <u>Cooley Godward LLP</u> <u>One Maritime Plaza, 20th Floor</u> City: <u>San Francisco</u> State: <u>CA</u> Zip: <u>94111</u> Phone Number: <u>415-693-2487</u> Fax Number: <u>415-951-3699</u> Email Address: <u>mcass@cooley.com</u></p>		<p>6. Total number of applications and registrations involved: 5</p> <p>7. Total fee (37 CFR 2.6(b0(6) & 3.41) \$ 140.00</p> <p><input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged by deposit account <input type="checkbox"/> Enclosed</p>									
<p>9. Signature: <u>Melanie Cass</u> Signature <u>Melanie Cass</u> Name of Person Signing</p>		<p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number <u>03-3115</u> Authorized User Name _____</p>									
<p>December 17, 2004 Date</p>		<p>Total number of pages including cover sheet, attachments, and document: 11</p>									

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

12/20/04 GTDR11 00006112 1827924

18321 40.00 DP
18392 100.00 DP

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of December 16, 2004, by and between BUSINESS ENGINE CORPORATION, a California corporation ("Grantor"), and the secured parties set forth on the signature page hereto (collectively, the "Secured Parties").

RECITALS

A. Pursuant to a Note Purchase Agreement of even date herewith (the "Purchase Agreement") between Grantor, as borrower, and Secured Parties, as lenders, Secured Parties have agreed to purchase promissory notes issued by Grantor (the "Notes") in the amounts and manner set forth in the Purchase Agreement.

B. Secured Parties are willing to purchase the Notes from Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Parties a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party a Security Agreement of even date herewith (the "Security Agreement") granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular. Nothing contained in this Agreement shall be interpreted or construed to mean that collateral under the Security Agreement does not include, without limitation, the Collateral hereunder and it is expressly agreed that the collateral under the Security Agreement does include, without limitation, the Collateral hereunder. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Security Agreement.

C. Each Additional Lender (as defined in the Purchase Agreement) shall be deemed a "Secured Party" for all purposes of this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Parties, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States,

any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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");

(d) Any and all 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;

(e) 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;

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

(g) 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.

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

(a) Grantor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for the Lien in favor of the Senior Lender and for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Parties within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in the same form as provided the Senior Lender, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Parties of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Parties in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Parties, which consent shall not be unreasonably withheld;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Parties may reasonably request from time to time to perfect or continue the perfection of Secured Parties' interest in the Collateral. Grantor shall give Secured Parties notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Parties' prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Parties, to perfect Secured Parties' security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Parties the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby appoints Secured Parties, and any agent of Secured Parties, as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in such appointed parties' discretion, to take any action and to execute any instrument which Secured Parties may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in their sole discretion, Exhibits A, B and C, as appropriate, of this Agreement without first obtaining Grantor's approval of or signature to such modification to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in their sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Parties or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Purchase Agreement or under the Security Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Parties or the date on which such breach first becomes known to Grantor or such longer time period as may be necessary to effectuate such cure.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Parties alone.

6. Counterparts. 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.

7. Secured Party Representative. Each of the parties listed on the signature page hereto hereby agrees that any action taken by them shall be taken jointly and that all communications with respect to this Security Agreement given on behalf of such parties shall be given by Morgan Stanley Venture Partners III, L.P. (or its affiliated parties). Notwithstanding the foregoing, any communication from Grantor to Secured Parties shall be given to each of the Secured Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

BUSINESS ENGINE CORPORATION

By: R. Brady
Roxanne Brady
SVP, Finance & Administration

SECURED PARTIES:

Oak Investment Partners IX, Limited Partnership

By: Oak Associates IX, LLC
Its: General Partner

By: _____
Edward F. Glassmeyer, Managing Member

Oak IX Affiliates Fund, Limited Partnership

By: Oak Associates IX, LLC
Its: General Partner

By: _____
Edward F. Glassmeyer, Managing Member

Oak IX Affiliates Fund-A, Limited Partnership

By: Oak Associates IX, LLC
Its: General Partner

By: _____
Edward F. Glassmeyer, Managing Member

TCV IV, L.P.,
a Delaware Limited Partnership

By: Technology Crossover Management IV, L.L.C.,
Its: General Partner

By: _____
Name: Robert C. Bensky
Title: Attorney in Fact

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

BUSINESS ENGINE CORPORATION

By: _____
Roxanne Brady
SVP, Finance & Administration

SECURED PARTIES:

Oak Investment Partners IX, Limited Partnership

By: Oak Associates IX, LLC
Its: General Partner
By: _____
Edward F. Glassmeyer, Managing Member

MANAGING MEMBER OF OAK
ASSOCIATES IX, LLC
THE GENERAL PARTNER OF
OAK INVESTMENT PARTNERS
IX, LIMITED PARTNERSHIP

Oak IX Affiliates Fund, Limited Partnership

By: Oak Associates IX, LLC
Its: General Partner
By: _____
Edward F. Glassmeyer, Managing Member

MANAGING MEMBER OF OAK
IX AFFILIATES, LLC
THE GENERAL PARTNER OF
OAK IX AFFILIATES FUND,
LIMITED PARTNERSHIP

Oak IX Affiliates Fund-A, Limited Partnership

By: Oak Associates IX, LLC
Its: General Partner
By: _____
Edward F. Glassmeyer, Managing Member

MANAGING MEMBER OF OAK
IX AFFILIATES, LLC
THE GENERAL PARTNER OF
OAK IX AFFILIATES FUND - A
LIMITED PARTNERSHIP

**TCV IV, L.P.,
a Delaware Limited Partnership**

By: Technology Crossover Management IV, L.L.C.,
Its: General Partner
By: _____
Name: Robert C. Bensky
Title: Attorney in Fact

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

BUSINESS ENGINE CORPORATION

By: _____
Roxanne Brady
SVP, Finance & Administration

SECURED PARTIES:

Oak Investment Partners IX, Limited Partnership

By: Oak Associates IX, LLC
Its: General Partner

By: _____
Edward F. Glassmeyer, Managing Member

Oak IX Affiliates Fund, Limited Partnership

By: Oak Associates IX, LLC
Its: General Partner

By: _____
Edward F. Glassmeyer, Managing Member

Oak IX Affiliates Fund-A, Limited Partnership

By: Oak Associates IX, LLC
Its: General Partner

By: _____
Edward F. Glassmeyer, Managing Member

TCV IV, L.P.,
a Delaware Limited Partnership

By: Technology Crossover Management IV, L.L.C.,
Its: General Partner

By: _____
Name: Robert C. Bensky
Title: Attorney in Fact

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TCV IV Strategic Partners, L.P.,
a Delaware Limited Partnership

By: Technology Crossover Management IV, L.L.C.,
Its: General Partner

By: _____
Name: Robert C. Bensky
Title: Attorney in Fact

Morgan Stanley Venture Partners III, L.P.

By: Morgan Stanley Venture Partners III, L.L.C.,
its General Partner

By: Morgan Stanley Venture Capital III, Inc.
Its Institutional Managing Member

By: _____
Name: Robert J. Loarie
Title: Vice President

Morgan Stanley Venture Investors III, L.P.

By: Morgan Stanley Venture Partners III, L.L.C.,
its General Partner

By: Morgan Stanley Venture Capital III, Inc.
Its Institutional Managing Member

By: _____
Name: Robert J. Loarie
Title: Vice President

**Morgan Stanley Venture Partners Entrepreneur
Fund, L.P.**


By: Morgan Stanley Venture Partners III, L.L.C.,
its General Partner

By: Morgan Stanley Venture Capital III, Inc.
Its Institutional Managing Member

By: _____
Name: Robert J. Loarie
Title: Vice President

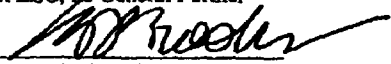
BCP Capital, L.P.

By: BCP General LLC, its General Partner

By: 
Name: Steven D. Brooks
Title: Managing Director

BCP Capital QPF, L.P.

By: BCP General LLC, its General Partner

By: 
Name: Steven D. Brooks
Title: Managing Director

TCV IV Strategic Partners, L.P.,
a Delaware Limited Partnership

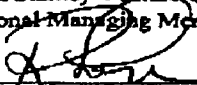
By: Technology Crossover Management IV, L.L.C.,
Its: General Partner

By: _____
Name: Robert C. Bcnsky
Title: Attorney in Fact

Morgan Stanley Venture Partners III, L.P.

By: Morgan Stanley Venture Partners III, L.L.C.,
its General Partner


By: Morgan Stanley Venture Capital III, Inc.
Its Institutional Managing Member

By:  _____
Name: Robert J. Loarie
Title: Vice President

Morgan Stanley Venture Investors III, L.P.

By: Morgan Stanley Venture Partners III, L.L.C.,
its General Partner

By: Morgan Stanley Venture Capital III, Inc.
Its Institutional Managing Member

By:  _____
Name: Robert J. Loarie
Title: Vice President

**Morgan Stanley Venture Partners Entrepreneur
Fund, L.P.**

By: Morgan Stanley Venture Partners III, L.L.C.,
its General Partner

By: Morgan Stanley Venture Capital III, Inc.
Its Institutional Managing Member

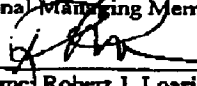
By:  _____
Name: Robert J. Loarie
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Business Engine 5.0	TX4-813,946	7/2/98
Business Engine 5.1	TX4-817,162	7/2/98
Micro-Frame Program Manager for Windows 2.0	TX4-817,160	7/2/98
Micro-Frame Program Manager 3.0	TX4-182-221	
Project Management Maturity Model	TXU-756,830	
Timesaver 1.0	TX4-214,303	
Business Engine Portfolio 1.0a	TX4-184,222	
Projectserver 4.2	TX4-178,643	
Business Resourceserver 1.1	TX4-325,389	

EXHIBIT B

Patents

Description

Registration/Serial Number

Registration/Application Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Business Engine	US 1,827,924 – 74/312,168	3/22/94 – 9/9/92
Business Engine	US 1,837,249 – 74/312,171	5/17/94 – 9/9/92
Business Engine	EU 153296	5/12/98 – 4/1/96
Micro-Frame	US 1,761,183 – 74/297,952	3/30/93 – 7/23/92
Micro-Frame	US 1,761,186 – 74/297,951	3/30/93 – 7/23/92
Micro-Frame	EU 153320	4/1/96 – 4/1/96
Resourceserver	US 2,042,001 – 75/090,532	3/4/97 – 4/18/96
Timeserver	EU 153197	4/1/96 – 4/1/96