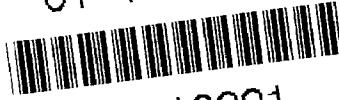


Jan 11 05



102919221

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

1. Name of conveying party(ies):
Motive, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

12/10/04

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**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State-**DE**
 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)	B. Trademark No.(s)
76/114,360	2,726,335 2,656,839 2,598,833 2,270,204
75/892,320	2,563,361 2,472,495 2,555,055
	2,575,465 2,316,501 2,596,886
	2,569,449 2,231,713 2,383,058
	2,581,102 2,210,304
	2,511,729 2,464,352

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: **18 19**

7. Total fee (37 CFR 3.41): **\$465.00 - \$490.00**

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

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 Arceaga
Name of Person Signing

Maribel Arceaga
Signature

12/29/04
Date

Amy Wikert

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01/12/2005 ECOMPER 0000000 76114360 40.00 450.00

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and MOTIVE, INC., a Delaware corporation ("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 dated the Effective Date (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 on the terms and conditions set forth herein.

B. Pursuant to the terms of the Loan Agreement, effective as of the Secured Loan Date, 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, effective as of the Secured Loan Date and at all times thereafter, 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 Schedules 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. For avoidance of doubt, until the Secured Loan Date, Bank does not have a security interest in 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 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.

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:

12515 Research Boulevard, Building 5
Austin, TX 78759

Attn: Chief Financial Officer

GRANTOR:

MOTIVE, INC.

By:  _____

Title: CFO _____

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

with a copy to:
7000 North MoPac Expressway, Suite 360
Austin, Texas 78731
Attn: Phillip Wright

BANK:

SILICON VALLEY BANK

By:  _____

Title: Vice President _____

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Motive for Enterprise IT (end user code), version 4.5	TXu1066629	12/02/02
Motive (end user code), version 4.3	TXu1066628	12/02/02
Motive call optimization for help desks (end user code), version 4.6	TXu1066627	12/02/02
Motive: ver 4.3	TXu1056203	09/17/02
Motive for enterprise it version 4.5	TXu1056202	09/17/02
Motice for call optimization for help desks version 4.6	TXu1056201	09/17/02

EXHIBIT B

Patents Issued

<u>Description</u>	<u>Patent</u>	<u>Issue Date</u>
Technical support chain automation with guided self-help capability via a system-supplied search string	6,694,314	02/17/04
Technical support chain automation with guided self-help capability using active content assertions	6,658,698	12/02/03
Technical support chain automation with guided self-help capability and option to escalate to live help	6,615,240	09/02/03
Technical support chain automation with guided self-help capability using active content developed for specific audiences	6,542,898	04/01/03
Technical support chain automation with guided self-help capability using active content	6,477,531	11/05/02
Method, system and computer program product for iterative distributed problem solving	6,357,017	03/12/02
Adaptive messaging method, system and computer program product	6,185,606	02/06/01
Method, system and computer program product for iterative distributed problem solving	6,145,096	11/07/00

PATENTS PENDING

<u>Description</u>	<u>Serial Number</u>	<u>Application Date</u>
Technical support chain automation with guided self-help capability, escalation to live help and active journaling	09/310,795	05/12/99
N-way data stream splitter	10/107,557	07/05/01
Method and system for providing tiered assistance	10/107,772	03/05/01
Remote computer system and related equipment diagnostics using data gathered over a telephone channel	10/349,841	01/23/03
Cross-channel communication of data collected by channel-specific user	10/734,911	12/12/03
Broadband service control network	09/542,602	04/04/00
Self-managing software agents with introspection	09/542,274	04/04/00

Distributed services architecture through use of a dynamic service point map	09/542,273	04/04/00
System of automated configuration of network subscribers for broadband communication	09/653,486	08/31/00
Large-scale targeted data distribution system	10/715,928	11/18/03
Discovery-assisted intelligent modeling tool for information technology	Pending	09/30/04
Model-assisted doiscovery of an information processing system	Pending	09/30/04
Discover-assisted modeling of an information processing system	Pending	09/30/04
Redirection of channel communication based upon cross-channel communication	10/734,841	12/12/03
Model-based management of an existing information processing system	Pending	09/30/04

EXHIBIT C

Trademarks Registered in the U.S.

<u>Description</u>	<u>Registration / Serial Number</u>	<u>Registration / Application Date</u>
Motive Studio	2,563,361	04/23/02
Motive Chorus	2,726,335	06/17/03
Motive	2,575,465	06/04/02
M (stylized letters)	76/114,360	08/22/00
Motivenet	2,569,449	05/14/02
Motive Insight	2,581,102	06/18/02
Question.com (and design)	75/892,320	01/07/00
Answerweb	2,511,729	11/27/01
Motive Solo	2,656,839	12/03/02
Activelink	2,472,495	07/24/01
Motive Duet	2,316,501	02/08/00
M (and design)	2,231,713	03/16/99
Motive	2,270,264	08/17/99
Motive	2,210,304	12/15/98
BroadJump	2,464,352	06/26/01
Correct Connect	2,598,833	07/23/02
Overstep Young Boundaries	2,555,055	04/02/02
Overstep Young Boundaries (stylized)	2,596,886	07/23/02
Virtual Truck	2,383,058	09/05/00

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.