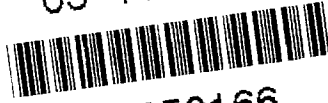


03-11-2005

OFFICE OF PUBLIC RECORDS

RECORD
TRA



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

FINANCE SECTION

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

EZOPEN, INC.

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

Citizenship (see guidelines) Delaware
Execution Date(s) 2/11/2005

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:

Address:

Street Address: 2120 El Camino Real

City: Santa Clara CA 95050

State: CALIFORNIA

Country: USA Zip: 95050

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other National Association

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)

2696414, 2687120, 2719688

2698467

Additional sheet(s) attached? Yes No

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

EZOPEN

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

Name: Bridge Bank, NA

Internal Address:

Street Address: 2120 El Camino Real

City: Santa Clara

State: CA Zip: 95050

Phone Number: 408 556 8300

Fax Number: 408 423 8510

Email Address:

6. Total number of applications and registrations involved:

4

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

- 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

2/22/2005

Date

Richelle Medina

Total number of pages including cover sheet, attachments, and document: 05

00000037 2696414 Name of Person Signing

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

3-8-05

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 11, 2005, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and E2OPEN, INC., ("Grantor") is made with reference to the Business Financing Agreement, dated as of February 11, 2005 (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

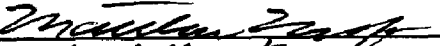
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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:

E2OPEN, INC.

By: 
Name: Matt MacKenzie
Title: VP, General Counsel

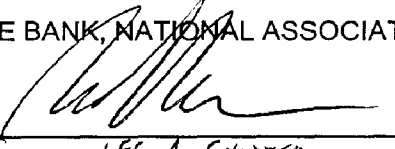
Address for Notices:

Attn:

1600 Seaport Blvd., 5th Floor
Redwood City, California 94063
Fax: (650) 381-3990

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 
Name: LEE A. SHAPIRO
Title: SENIOR VICE PRESIDENT

Address for Notices:

Attn: Mike Field
2120 El Camino Real
Santa Clara, CA 95050
Tel: (408) 556-6501
Fax: (408) 423-8510

EXHIBIT A
COPYRIGHTS

Description

Registration/
Application
Number

Registration/
Application
Date

Exhibit B
Trademarks

Description	Registration/ Application Number	Registration / Application Date
E2OPEN-Australia (Class 09, 35, 36, 42)	847200	1/7/2002
E2OPEN-Benelux (Class 09, 35, 38)	702357	6/3/2002
E2OPEN-Canada (Class 09, 35, 42)	1092366 (Application Number)	2/9/2001 (filing date)
E2OPEN Logo-Canada (Class 09, 35, 42)	1095612 (Application Number)	3/12/2001 (filing date)
E2OPEN-China (Class 42)	1794975	6/21/2002
E2OPEN-China (Class 36)	1691713	12/28/2001
E2OPEN-China (Class 9)	1650541	10/14/2001
E2OPEN-China (Class 35)	1945771	8/21/2002
E2OPEN-European Community (Class 09, 35, 36, 42)	001816610	5/16/2002
E2OPEN Logo-European Community (Class 09, 35, 42)	002140929	10/22/2002
E2OPEN-Japan (Class 09, 35, 36, 42)	4593796	8/9/2002
E2OPEN Logo-Japan (Class 09, 35, 42)	4630857	12/20/2002
E2OPEN-Korea, Republic of (Class 09, 35, 42)	5758	7/4/2002
E2OPEN Logo-Korea, Republic of (Class 09, 35, 42)	6242	9/13/2002
E2OPEN-Singapore (Class 9)	T0014988B	8/20/2002
E2OPEN-Singapore (Class 35)	T0014989J	8/24/2000
E2OPEN-Singapore (Class 42)	t0014991B	8/24/2000
E2OPEN Logo-Singapore (Class 9)	T0103074I	3/7/2001
E2OPEN Logo-Singapore (Class 35)	T0103075G	3/7/2001
E2OPEN Logo-Singapore (Class 41)	T0103076E	3/7/2001
E2OPEN-Taiwan (Class 42)	159571	2/16/2002
E2OPEN-Taiwan (Class 35)	153230	12/1/2001
E2OPEN-Taiwan (Class 9)	1022900	11/16/2002
E2OPEN Logo-Taiwan (Class 35)	165959	7/16/2002
E2OPEN Logo-Taiwan (Class 42)	168507	8/16/2002
E2OPEN Logo-Taiwan (Class 9)	989765	3/16/2002
E2OPEN & Design-Taiwan (Class 9)	954684	8/16/2001
E2OPEN-Thailand (Class 35)	Bor15474	2/9/2001
E2OPEN-Thailand (Class 42)	Bor16635	2/9/2001
E2OPEN-United Kingdom (Class 09, 35, 42)	2260991	3/1/2002
E2OPEN-United States of America (Class 35, 38)	✓ 2687120	2/11/2003
E2OPEN-United States of America (Class 09, 35, 38, 42)	✓ 2719688	5/27/2003
E2OPEN & Design-United States of America (Class 09, 35, 38)	✓ 2696414	3/11/2003
E2OPEN Logo-United States of America (Class 09, 35, 38)	2698467	3/18/2003