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PATENT & TRADEMARK

03-07-2005

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Form PTO-1594 (Rev. 06/04)  
OMB Collection 0851-0027 (exp. 6/30/2005)



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECORDATION  
TRADEMARK  
102953979

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):

RAINMAKER SYSTEMS, INC.  
1800 GREEN HILLS RD  
SCOTTS CALLEY, CA 95066

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

Citizenship (see guidelines)

Execution Date(s) February 17, 2004

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, N.A.  
Internal Address: 55 ALMADEN BLVD. #200  
Street Address: 55 ALMADEN BLVD. #200  
City: SAN JOSE, CA 95113  
State: CA  
Country: USA Zip: 95113

- Association Citizenship
- 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)

SEE EXHIBIT A

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, N.A.  
Internal Address: 55 ALMADEN BLVD. #200  
SAN JOSE, CA 95113

Street Address: SAME AS ABOVE

City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: 408-556-8319  
Fax Number: 408-282-1680  
Email Address: MARLON.LEE@BRIDGEBANK.COM

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 440.00

- 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:

Marlon Lee  
Signature

3-1-05  
Date

Total number of pages including cover sheet, attachments, and document: 11

Name of Person Signing

03/04/2005 BY: 0000075 2572606 MARLON LEE  
01 FC:0521  
02 FC:0522

Documents recorded (including cover sheet) should be faxed to (703) 305-5996, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CHECK RETURN LABELS  
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RAINMAKER HERNANDEZ

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EXHIBIT A

**Rainmaker Systems**  
US Trademark Registration No: 2572606  
Class: 35  
Date Issued: May 28, 2002

**Rainmaker Systems**  
Australia Trademark Registration No: 825494  
Registration Date: March 30, 2001

**Rainmaker Systems**  
European Community Trademark Registration No: 1531623  
Registration Date: May 29, 2001

**Rainmaker Systems**  
Norway Trademark Registration No.: 204213  
Registration Date: August 17, 2000

**Rainmaker Systems**  
Switzerland Trademark Registration No: 484271  
Registration Date: May 2, 2002

**Rainmaker Systems**  
New Zealand Trademark Registration No: 609332  
Registration Date: August 30, 1999

**Contract Renewal Plus**  
US Trademark Registration No: 2594144  
Class: 35  
Date Issues: July 16, 2002

**Contract Renewal Plus**  
Switzerland Trademark Registration No: 495552  
Registration Date: March 12, 2002

**Education Sales Plus**  
US Trademark Registration No: 2572994  
Class: 36  
Registration Date: May 28, 2002

**Rainmaker and Design**  
US Trademark Registration No: 2,764,850  
Class: 35  
Registration Date: August 26, 2003

**Rainmaker and Design**  
European Community Trademark Registration No: 002220416  
Registration Date: May 18, 2001

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 17, 2004, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and Rainmaker Systems, Inc., ("Grantor") is made with reference to the Promissory Note, dated as of February 17, 2004, (as amended from time to time, the "Note"), between Lender and Grantor. Terms defined in the Note 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").

(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").

(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 A;

(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:

RAINMAKER SYSTEMS, INC.

By: [Signature]  
Name: M. FERNANDEZ  
Title: President

Address for Notices:

1800 Green Hill Rd.  
Scotts Valley, CA 96066

LENDER:

BRIDGE BANK NATIONAL ASSOCIATION

By: [Signature]  
Name: Martin Creedon  
Title: Assistant Vice President

Address for Notices:

Attn: Note Department  
55 Almaden Blvd. Ste 200  
San Jose, CA 95113  
Tel: (408) 558-8312  
Fax: (408) 282-1680

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Registration Date: May 2, 2002

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Registration Date: August 30, 1999

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Class: 35  
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**Education Sales Plus**  
US Trademark Registration No: 2572984  
Class: 35  
Registration Date: May 28, 2002

**Rainmaker and Design**  
US Trademark Registration No: 2,754,950  
Class: 35  
Registration Date: August 26, 2003

**Rainmaker and Design**  
European Community Trademark Registration No: 002220416  
Registration Date: May 16, 2001