

03-07-2005

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Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (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
- General Partnership
- Limited Partnership
- Corporation
- Other

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

03/04/2005 DRYME 00000073 2572606 MARLON LEE
40.00 Name of Person Signing

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

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

01 FC:0521
02 FC:0522

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03/04/2005 DRYME

CHECK RETURNS TOTAL

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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: 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

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.

TRADEMARK

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

RAINMAKER SYSTEMS, INC.

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

Address for Notices:

1800 Green Hill Rd.
Scotts Valley, CA 96066

LENDER:

BRIDGE BANK NATIONAL ASSOCIATION

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

Address for Notices:

Attn: Note Department
55 Almaden Blvd. Ste 200
San Jose, CA 95113
Tel: (408) 556-8312
Fax: (408) 282-1680

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RAINMAKER HERNAN ?

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