

FORM PTO-1594

(Rev. 07/05)

OMB No. 0651-0027 (exp. 06/30/2008)

RECORDATION FORM COVER SHEET

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

TRADEMARKS ONLY

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):
Starbase Corporation

Individual(s)
 General Partnership
 Corporation-State
 Other

Association
 Limited Partnership

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No

Name: **Silicon Valley Bank**
Internal Address: Loan Documentation HF 154
Street Address: 3003 Tasman Dr
City: **Santa Clara**
State: **CA**
Country: **USA**
Zip:

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance/ Execution Date(s):
Execution Date(s): 6/29/2001

Assignment
 Security Agreement
 Merger
 Change of Name

Other: **Correction of Assignmnet-Please remove trademark 75/585,777 from Reel & Frame 2353/0567 and Replace with trademark 74/585, 777**

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)

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

Additional sheets attached? Yes No

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

Name: **Silicon Valley Bank**
Internal Address: **Loan Collateral HF154**
Street Address: **3003 Tasman Dr.**
City: **Santa Clara** State: **CA** ZIP: **95054**
Phone Number: **(408) 654-4042**
Fax Number: **(408) 654-6313**
Email Address: **ldc@svbank.com**

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ Fees already paid

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. *Lana Lowe* 4/19/2006

Signature Date

Lana Lowe Total number of pages including cover sheet, attachments, and document: 9

Name of Person Signing

08-23-2001

FORM PTO-
1-31-92

REC



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101821174

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

1. Name of conveying party(ies):
Starbase Corporation *8-9-01*

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 _____

Execution Date: **6/29/01**

2. Name and address of receiving party(ies):
Name: Silicon Valley Bank
Internal Address: Loan Documentation HA155
Street Address: 3003 Tasman Drive
City: Santa Clara State: Ca ZIP: 95054

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):

A. Trademark Application No. (s)
75/637018 2359771 75/661753 75/661752 *74/515/777*
75/647006 75/647007 75/173012 75/637019
75/654457 ~~75/555,777~~ 2,130,365 75/826,689
1,826,173 75/838,887 76/235,908 1,721,634
2,246,979 75/826,687 75/826,686 75/826,685
75,826,688 1,596,139 2,096,269 2,096,268

Additional numbers attached? Yes No

B. Trademark Registration No. (s)
76/249,187 76/227,161 76/239,713 2,004,890
2,295,252 2,108,741 75/826,684 1,954,390
75/297361 75/297363 75/297365 75/297362
75/297360 2,271,033

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 Drive
City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: *38*

7. Total fee (37 CFR 3.41):\$ 965.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

08/22/2001 GTOW11 00000227 75637018
01 FC:481 40.00 OP
02 FC:482 925.00 OP

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.

Josephine M. Carino *Josephine M. Carino* 7/31/01
Name of Person signing Signature Date

Total number of pages comprising cover sheet: **8**

OMB No 0651-0011 (exp 4/94)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June ²⁴, 2001 by and between SILICON VALLEY BANK ("Bank") and STARBASE 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 of even date herewith (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.

B. Pursuant to the terms of the Loan Agreement, 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, 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.

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:

4 Hutton Centre Drive, Suite 800
Santa Ana, California 92707

Attn: Chief Financial Officer

GRANTOR:

STARBASE CORPORATION

By: Douglas S. Naman
Title: Chief Financial Officer

Address of Bank:

38 Technology Drive, Suite 150
Irvine, California 92618

Attn: Manager

BANK:

SILICON VALLEY BANK

By: [Signature]
Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Versions 1.1d Computer Program Starbase Corporation	TX-3-925-531	12/27/94
Versions/VB 1.0 Computer Program Starbase Corporation & Apex Software	TX-3-925-532	12/27/94
Total Software Management System Computer Program Starbase Corporation	TX-3-925-533	12/27/94
Versions for Documents Computer program Starbase Corporation	TX-3-925-534	12/27/94
Boris Computer Program Starbase Corporation	TX-3-925-535	12/27/94

Copyrights Not Registered:

As to Starbase Corporation:

Codewright

SpyWright

Surveyor (formerly known as DocWright)

TrackWright

StarTeam-R

Starbase Server-R

WedEdition-TM

WebApproval-TM

StarFlow-TM

StarSync-TM

StarDisk-TM

Galaxy-TM

StarSweeper-TM

WebConnect-R

StarGate SDK-TM

StarbaseMPX Server-R

As to Technology Builders, Inc.:

Caliber

Caliber-RM

Caliber RBT

CaliberPRO

As to Worldweb.net, Inc.:

eXpressroom

eXpressroom UK

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Installable File System Using a Basic File System Driver	09/255,831	2/22/99
Installable File System Using a Basic File System Driver	09/274,214	3/23/99

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Expressroom	75/637018	2/10/99
Expressroom	2359771	6/20/00
I and Design	75/661753	3/16/99
I and Design	75/661752	3/16/99
I-CONTENT	75/647006	2/24/99
I-CONTENT	75/647007	2/24/99
PRESSROOM	Proposed	
WORLD WEB	75/173012	9/27/96
WORLDWEB.NET	75/637019	2/10/99
WORLDWEB.NET	75/654457	3/5/99
Boris	74/585,777	10/14/94
Codewright	2,130,365	1/20/98
Collaboration Suite	Proposed	
Costwright	75/826,689	10/19/99
Customlogic	1,826,173	3/15/94
Docwright	75/838,887	11/2/99
E-Team	Proposed	
Galaxy	76/235,908	4/5/01
Premia	1,721,634	10/6/92
Roundtable	2,246,979	5/25/99

Source Code Intelligence	75/826,687	10/19/99
Source IQ	75/826,686	10/19/99
Sourcewright	75/826,685	10/19/99
Spywright	75/826,688	10/19/99
Starbase	1,596,139	5/15/90
Starbase	2,096,269	9/16/97
Starbase (and Design)	2,096,268	9/16/97
Starbase Collaboration Suite	76/249,187	5/1/01
Stardisk	76/227,161	3/20/01
Starestimator	Proposed	
Starflow	76/239,713	4/12/01
Starpowered	Proposed	
Starsweeper	Proposed	
Starteam	2,004,890	10/1/96
Starteam Server	2,295,252	11/30/99
Starteam Web Connect	2,108,741	10/28/97
Trackwright	75/826,684	10/19/99
Versions	1,954,390	2/6/96
Caliber	75/297361	
Caliber-DM	75/297363	
Caliber-RM	75/297365	
Caliber-TM	75/297362	
TBI-Caliber	75/297360	
SQM Framework	2,271,033	

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date