

10-04-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2006)

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



103316746

2006 OCT -2 AM 10:25

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

10.2.06

1. Name of conveying party(ies):

E2OPEN, INC.

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bridge Bank, National Association

Internal

Address:

Street Address: 55 Almaden Blvd.

City: San Jose

State: CA

Country: United States Zip: 95113

- Association Citizenship United States
- 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)

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

Execution Date(s) AUGUST 14, 2006

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

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)
2687120, 2719688, 2696414, 2698467

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, National Association

Internal Address:

Street Address: 55 Almaden Blvd.

City: San Jose

State: CA Zip: 95113

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) \$ 115.00

- 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:

Signature

Date

Jennifer Acevedo

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

10/03/2006 DBYRME 00000227 2687120

01 FC:8521
02 FC:8522

40.00
75.00

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003403 FRAME: 0684

SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 14, 2006 (the "Agreement"), between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and E2OPEN, INC., a Delaware corporation ("Grantor"), is made with reference to the Second Amended and Restated Business Financing Agreement, dated as of August 14, 2006 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. From and after the date hereof, this Agreement amends and supersedes in its entirety the Amended and Restated Intellectual Property Security Agreement between Lender and Grantor, dated as of September 29, 2005, as amended. 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;

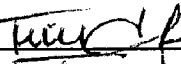
(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(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: Tim Jenkins
Title: CFO

Address for Notices:

LENDER:
BRIDGE BANK, NATIONAL ASSOCIATION

By: 
Name: LEE SHODISS
Title: SVP

Address for Notices:
Attn: Lee Shodiss
55 Almaden Blvd., Suite 100
San Jose, CA 95113
Tel: (408) 556-6502
Fax: (408) 556-8514

EXHIBIT A
COPYRIGHTS

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

PATENTS

Description

Registration/Application
Number

Registration/
Application
Date



Patents

**Intellectual Property Security Agreement
Exhibit B - Patents**

Filing Status	Application No.,	Filing Date	Description
Awarded	US 6,823,340 B1 US 2005-0119925	3/30/01	Private Collaborative Planning in a Many-to-Many Hub
Awarded	10/124,603	4/16/02	Trading Platform User Interface in a Many-to-Many Hub
Pending	10/132,072	4/24/02	Multi-Hub Connectivity in a System for Collaborative Planning
Pending	09/967,907 US- 2003- 0065792 (PCTUS02/30678)	9/28/2001 9/26/02	Securing Information in a Design Collaboration and Trading Partner Environment
Pending	09/967,905 (PCTUS02/030487)	9/28/2001 9/26/02	Method for Business to Business Collaborative Viral Adoption
Pending	10/087,444	3/1/02	On-Line Auction with Different Rules Applicable to Different Phases
Pending	10/664,800	9/19/03	Number Thesaurus
Pending	10/273,418 US- 2004-0078316-A1 (PCTUS/03/30995)	10/15/2002 9/30/03	Network Directory for Business Process Integration of Trading Partners
Pending	10/666,735 US-2004-0236644	9/19/03	Collaborative Signal Tracking
Pending	10/672,081 US-2005-00071207-A1	9/26/2003 9/27/04	Visibility and synchronization in a multi tier supply chain model
Pending	10/675,926 US-2004-0236666-A1 (PCTUS04/015941)	9/19/2003 5/21/04	Managing Information in a Multi-Hub System for Collaborative Planning and Supply Chain Management
Pending	10/688,066 US2005-0086387-A1	10/17/2003 10/13/2004	Large File Transfer in a Design Collaboration Environment
Pending	11/096,216 (tbd)	3/30/05	Parameter-Based Software Development, Distribution, and Disaster Recovery
Pending	10/172,183	6/14/02	Multi-Stage Supply Chain Management System with Dynamic Order Placement
Pending	10/172,184	6/14/02	Buyer, Multi-Supplier, Multi-Stage Supply Chain Management System
Pending	10/172,210	6/14/02	Buyer, Multi-Supplier, Multi-Stage Supply Chain Management System with Lot Tracking
Pending	11/226,058	10/3/05	Quality Process Manager
Pending	11/226,924	10/3/05	Material Composition Declarations

EXHIBIT C
TRADEMARKS

Description			Registration/ Application Number	Registration/ Application Date	
E2OPEN	Australia	Registered	09, 35, 36, 42	847200	1/7/2002
E2OPEN	Benelux	Registered	09, 35, 38	702357	6/3/2002
E2OPEN	Canada	Published	09, 35, 42		
E2OPEN	China (Peoples Republic)	Registered	42	1794975	6/21/2002
E2OPEN	China (Peoples Republic)	Registered	36	1691713	12/28/2001
E2OPEN	China (Peoples Republic)	Registered	09	1650541	10/14/2001
E2OPEN	China (Peoples Republic)	Registered	35	1945771	8/21/2002
E2OPEN	European Community	Registered	09, 35, 36, 42	001816610	5/16/2002
E2OPEN	Japan	Registered	09, 35, 36, 42	4593796	8/9/2002
E2OPEN	Korea, Republic of	Registered	09, 35, 42	5758	7/4/2002
E2OPEN	Singapore	Registered	09	T0014988B	8/20/2002
E2OPEN	Singapore	Registered	35	T0014989J	8/24/2000
E2OPEN	Singapore	Registered	42	t0014991B	8/24/2000
E2OPEN	Taiwan	Registered	42	159571	2/16/2002
E2OPEN	Taiwan	Registered	35	153230	12/1/2001
E2OPEN	Taiwan	Registered	09	1022900	11/16/2002
E2OPEN	Thailand	Registered	35	Bor15474	2/9/2001
E2OPEN	Thailand	Registered	42	Bor16635	2/9/2001
E2OPEN	United Kingdom	Registered	09, 35, 42	2260991	3/1/2002
E2OPEN	United States of America	Registered	35, 38	2687120	2/11/2003
E2OPEN	United States of America	Registered	09, 35, 38, 42	2719688	5/27/2003
E2OPEN & Design	United States of America	Registered	09, 35, 38	2696414	3/11/2003
E2OPEN Logo	Canada	Published	09, 35, 42		

E2OPEN Logo	European Community	Registered	09, 35, 42	002140929	10/22/2002
E2OPEN Logo	Japan	Registered	09, 35, 42	4630857	12/20/2002
E2OPEN Logo	Korea, Republic of	Registered	09, 35, 42	6242	9/13/2002
E2OPEN Logo	Singapore	Registered	09	T0103074I	3/7/2001
E2OPEN Logo	Singapore	Registered	35	T0103075G	3/7/2001
E2OPEN Logo	Singapore	Registered	41	T0103076E	3/7/2001
E2OPEN Logo	Taiwan	Registered	35	165959	7/16/2002
E2OPEN Logo	Taiwan	Registered	42	168507	8/16/2002
E2OPEN Logo	Taiwan	Registered	09	989765	3/16/2002
E2OPEN Logo	United States of America	Registered	09, 35, 38	2698467	3/18/2003
EZOPEN & Design	Taiwan	Registered	09	954684	8/16/2001