

01-12-2007



1/ER SHEET

United States Patent and Trademark Office

103361167

LY

record the attached documents or the new address(es) below.

To the Director of

1. Name of conveying party(ies):

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

- Individual(s)
- General Partnership
- Association
- Limited Partnership

- Corporation-State
- Other

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

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

Execution Date(s): **December 19, 2006**

- Assignment
- Security Agreement
- Merger
- Change of Name

Other : **Release**

2. Name and address of receiving party(ies):

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

Name: **Starbase Corporation**

Internal Address

Street Address: **4 Hutton Centre Dr., Suite 800**

City: **Santa Ana**

State: **CA**

Country: **USA**

Zip: **92707**

- 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)

FINANCE SECTION
2007 JUN 10 AM 3:14
OFFICE OF THE ASSISTANT COMMISSIONER

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

74585777 75637019 75826684 76235908

75173012 75647006 75826685 76249187

75297360 75647007 75826686

75297362 75654457 75826687

75297363 75661752 75826688

75637018 75661753 75826689

B. Trademark Registration No.(s)

1596139 2004890 2464086

1721634 2108741 2295252

1826173 2130365 2359771

2096268 2246979 2464592

1954390 2464085 2759625

2096269 2271033 2592901

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: **HF154**

Street Address: **3003 TASMAN DRIVE**

City: **SANTA CLARA** State: **CA** ZIP: **95054**

Phone Number: **(408)654-4044**

Fax Number: **(408)654-6313**

Email Address: **AMDC@SVB.COM**

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

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 965.00**

- 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.

Nadine Barbosa
Signature

December 19, 2006

Date

01/11/2007 DBYRNE

00000030 74585777

Nadine Barbosa

Signature of Person Signing

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

01 FC:8521
02 FC:8522

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 22304-1450

TRADEMARK

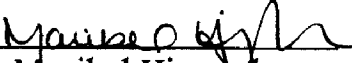
REEL: 003466 FRAME: 0116

RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Starbase Corporation** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, June 29, 2001, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on August 09, 2001, Reel 2353, Frame 0567.

Dated: **December 19, 2006**

SILICON VALLEY BANK

By: 
Name: Maribel Higareda
Title: Operations Supervisor



United States Patent and Trademark Office

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Assignments on the Web > Trademark Query

Trademark Assignment Details

Reel/Frame: 2353/0567

Pages: 9

Received: 08/23/2001

Recorded: 08/09/2001

Conveyance: SECURITY AGREEMENT

Total properties: 38

1	Serial #: <u>73756359</u> Mark: STARBASE	Filing Dt: 10/07/1988	Reg #: <u>1596139</u> ✓	Reg. Dt: 05/15/1990 (1)
2	Serial #: <u>74233581</u> Mark: PREMIA	Filing Dt: 12/26/1991	Reg #: <u>1721634</u> ✓	Reg. Dt: 10/06/1992 (2)
3	Serial #: <u>74338298</u> Mark: CUSTOMLOGIC	Filing Dt: 12/09/1992	Reg #: <u>1826173</u> ✓	Reg. Dt: 03/15/1994 (3)
4	Serial #: <u>74563905</u> Mark: STARBASE	Filing Dt: 08/22/1994	Reg #: <u>2096268</u> ✓	Reg. Dt: 09/16/1997 (4)
5	Serial #: <u>74563906</u> Mark: VERSIONS	Filing Dt: 08/22/1994	Reg #: <u>1954390</u> ✓	Reg. Dt: 02/06/1996 (5)
6	Serial #: <u>74563907</u> Mark: STARBASE	Filing Dt: 08/22/1994	Reg #: <u>2096269</u> ✓	Reg. Dt: 09/16/1997 (6)
7	Serial #: <u>74569997</u> Mark: STARTEAM	Filing Dt: 09/06/1994	Reg #: <u>2004890</u> ✓	Reg. Dt: 10/01/1996 (7)
8	Serial #: <u>74585777</u> ✓ Mark: BORIS	Filing Dt: 10/14/1994	Reg #: NONE	Reg. Dt: (8)
9	Serial #: <u>75157644</u> ✓ Mark: STARTEAM WEB CONNECT	Filing Dt: 08/29/1996	Reg #: <u>2108741</u> ✓	Reg. Dt: 10/28/1997 (9)
10	Serial #: <u>75173012</u> ✓ Mark: WORLD WEB	Filing Dt: 09/27/1996	Reg #: NONE	Reg. Dt: (10)
11	Serial #: <u>75219649</u> Mark: CODEWRIGHT	Filing Dt: 12/30/1996	Reg #: <u>2130365</u> ✓	Reg. Dt: 01/20/1998 (11)
12	Serial #: <u>75221550</u> Mark: ROUNDTABLE	Filing Dt: 01/06/1997	Reg #: <u>2246979</u> ✓	Reg. Dt: 05/25/1999 (12)
13	Serial #: <u>75297360</u> ✓ Mark: TBI-CALIBER	Filing Dt: 05/23/1997	Reg #: NONE	Reg. Dt: (13)
14	Serial #: <u>75297361</u> Mark: CALIBER	Filing Dt: 05/23/1997	Reg #: <u>2464085</u> ✓	Reg. Dt: 06/26/2001 (14)
15	Serial #: <u>75297362</u> ✓ Mark: CALIBER-TM	Filing Dt: 05/23/1997	Reg #: NONE	Reg. Dt: (15)

905.00

~~11/23/00~~

16	Serial #: <u>75297363</u> ✓ Mark: CALIBER-DM	Filing Dt: 05/23/1997	Reg #: NONE	Reg. Dt:	(16)
17	Serial #: <u>75297364</u> Mark: SQM FRAMEWORK	Filing Dt: 05/23/1997	Reg #: <u>2271033</u> ✓	Reg. Dt: 08/17/1999	(17)
18	Serial #: <u>75297365</u> Mark: CALIBER-RM	Filing Dt: 05/23/1997	Reg #: <u>2464086</u> ✓	Reg. Dt: 06/26/2001	(18)
19	Serial #: <u>75454211</u> Mark: STARTEAM SERVER	Filing Dt: 03/20/1998	Reg #: <u>2295252</u> ✓	Reg. Dt: 11/30/1999	(19) (18)
20	Serial #: <u>75637018</u> ✓ Mark: EXPRESSROOM	Filing Dt: 02/10/1999	Reg #: NONE	Reg. Dt:	(20) (19)
21	Serial #: <u>75637019</u> ✓ Mark: WORLDWEB.NET	Filing Dt: 02/10/1999	Reg #: NONE	Reg. Dt:	(21)
22	Serial #: <u>75647006</u> ✓ Mark: I-CONTENT	Filing Dt: 02/24/1999	Reg #: NONE	Reg. Dt:	(22)
23	Serial #: <u>75647007</u> ✓ Mark: I-CONTENT	Filing Dt: 02/24/1999	Reg #: NONE	Reg. Dt:	(23)
24	Serial #: <u>75654457</u> ✓ Mark: WORLDWEB.NET	Filing Dt: 03/05/1999	Reg #: NONE	Reg. Dt:	(24)
25	Serial #: <u>75654458</u> Mark: EXPRESSROOM	Filing Dt: 03/05/1999	Reg #: <u>2359771</u> ✓	Reg. Dt: 06/20/2000	(25)
26	Serial #: <u>75661752</u> ✓ Mark: I	Filing Dt: 03/16/1999	Reg #: NONE	Reg. Dt:	(26)
27	Serial #: <u>75661753</u> ✓ Mark: I	Filing Dt: 03/16/1999	Reg #: NONE	Reg. Dt:	(27) (26)
28	Serial #: <u>75826684</u> ✓ Mark: TRACKWRIGHT	Filing Dt: 10/19/1999	Reg #: NONE	Reg. Dt:	(28)
29	Serial #: <u>75826685</u> ✓ Mark: SOURCEWRIGHT	Filing Dt: 10/19/1999	Reg #: NONE	Reg. Dt:	(29) (28)
30	Serial #: <u>75826686</u> ✓ Mark: SOURCE IQ	Filing Dt: 10/19/1999	Reg #: NONE	Reg. Dt:	(30) (29)
31	Serial #: <u>75826687</u> ✓ Mark: SOURCE CODE INTELLIGENCE	Filing Dt: 10/19/1999	Reg #: NONE	Reg. Dt:	(31) (30)
32	Serial #: <u>75826688</u> ✓ Mark: SPYWRIGHT	Filing Dt: 10/19/1999	Reg #: NONE	Reg. Dt:	(32)
33	Serial #: <u>75826689</u> ✓ Mark: COSTWRIGHT	Filing Dt: 10/19/1999	Reg #: NONE	Reg. Dt:	(33)
34	Serial #: <u>75838887</u> Mark: DOCWRIGHT	Filing Dt: 11/02/1999	Reg #: <u>2464592</u> ✓	Reg. Dt: 06/26/2001	(34) (33)
35	Serial #: <u>76227161</u> Mark:	Filing Dt: 03/20/2001	Reg #: <u>2759625</u> ✓	Reg. Dt: 09/02/2003	(35) (34)

Mark: STARDISK

36 Serial #: 76235908 ✓ **Filing Dt:** 04/05/2001

Reg #: NONE

Reg. Dt:

(36)

Mark: GALAXY

37 Serial #: 76239713 **Filing Dt:** 04/12/2001

Reg #: 2592901 ✓

Reg. Dt: 07/09/2002

(37)

Mark: STARFLOW

38 Serial #: 76249187 ✓ **Filing Dt:** 05/01/2001

Reg #: NONE

Reg. Dt:

(38)

Mark: STARBASE COLLABORATION SUITE

Assignor

1 STARBASE CORPORATION

Exec Dt: 06/29/2001

Entity Type: CORPORATION

Citizenship: NONE

Assignee

1 SILICON VALLEY BANK

3003 TASMAN DRIVE

LOAN DOCUMENTATION HA155

SANTA CLARA, CALIFORNIA 95054

Entity Type: CORPORATION

Citizenship: DELAWARE

Correspondence name and address

SILICON VALLEY BANK

LOAN DOCUMENTATION HA155

3003 TASMAN DRIVE

SANTA CLARA, CA 95054

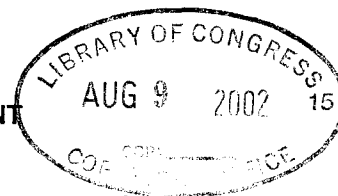
Search Results as of: 12/13/2006 05:37 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350.
Web interface last modified: July 26, 2006 v.1.10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT



This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 19th day of April, 2002 by and between Starbase Corporation ("Grantor"), and Silicon Valley Bank, a California banking corporation ("Bank").

RECITALS

A. Bank will make advances to Grantor ("Advances") as described in the Accounts Receivable Purchase Agreement (the "Purchase Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works. Defined terms used but not defined herein shall have the same meanings as in the Purchase Agreement.

B. Pursuant to the terms of the Purchase 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 Grantor's Indebtedness under the Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Bank, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks")

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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; and

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

(j) All 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.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Bank of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Bank in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and perfected first priority security interest in the Intellectual

Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Purchase Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, and any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months; provided, however, nothing herein shall entitle Bank access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Bank or otherwise, from time to time in Bank's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Purchase Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Grantor all deed, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Grantor and Bank consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

16. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Bank, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreement in favor of Grantor and have deliver a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Bank.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Address of Grantor:

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

GRANTOR:

Starbase Corporation

By: Douglas S Norman

Name: Douglas S Norman

Title: CEO

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated April 19, 2002.

EXHIBIT "A"

COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
BORIS CLASS: TX (Textual Works) LC RETRIEVAL CODE: C (Machine-readable works) LIMITATION OR NEW MATTER: NM: additions, revisions. EDITION STATEMENT: Version 1.0. REGISTRATION DEPOSIT: Computer program.	TX3925535	12/27/94
Versions for documents. CLASS: TX (Textual Works) LC RETRIEVAL CODE: C (Machine-readable works) LIMITATION OR NEW MATTER: NM: additions, revisions. EDITION STATEMENT: Version 1.0. REGISTRATION DEPOSIT: Computer program.	TX3925534	12/27/94
Total Software Management System. APPLICATION TITLE: Total management software CLASS: TX (Textual Works) LC RETRIEVAL CODE: C (Machine-readable works) EDITION STATEMENT: Version 3.0E. REGISTRATION DEPOSIT: Computer program	TX3925533	12/27/94
Versions/VB 1.0. CLASS: TX (Textual Works) LC RETRIEVAL CODE: C (Machine-readable works) AUTHOR(s): StarBase Corporation; Apex Software, Inc OWNER(s): StarBase Corporation & Apex Software, Inc. LIMITATION OR NEW MATTER: NM: additions, revisions. REGISTRATION DEPOSIT: Computer program. MISCELLANEOUS: C.O. corres.	TX3925532	12/27/94
Versions 1.1d. CLASS: TX (Textual Works) LC RETRIEVAL CODE: C (Machine-readable works) REGISTRATION DEPOSIT: Computer program. MISCELLANEOUS: C.O. corres.	TX3925531	12/27/94

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated April 19, 2002

EXHIBIT "B"

PATENTS

<u>PATENT</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
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Exhibit "A" attached to that certain Intellectual Property Security Agreement dated April 19, 2002.

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARKS DESCRIPTION</u>	<u>REGISTRATION/SERIAL NUMBER</u>	<u>DATE OF ISSUANCE</u>
STARBASE	1,962,638	3/19/96
CODEVAULT	74/414,670	07/20/93
BASE	74/299,670	07/31/92

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated April 19, 2002.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June ²⁵~~21~~, 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 caused 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. Nunn

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>	<u>Registration/ Application Number</u>	<u>Registration/ Application 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	10/199/99
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