

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RAPT INC.		05/21/2007	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	4420 Rosewood Drive		
<b>City:</b>	Pleasanton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94588		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2742979		
<b>Registration Number:</b>	2565524	RAPT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)962-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-885-3697		
<b>Email:</b>	trademarks@troutmansanders.com		
<b>Correspondent Name:</b>	Anne E. Yates		
<b>Address Line 1:</b>	600 Peachtree Street, N.E.		
<b>Address Line 2:</b>	Troutman Sanders LLP - Suite 5200		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	220763.775		
<b>NAME OF SUBMITTER:</b>	Anne E. Yates		
<b>Signature:</b>	/aey/		

OP \$65.00 2742979

Date:

06/07/2007

**Total Attachments: 6**

source=Rapt Inc. I.P. Security Agreement#page1.tif

source=Rapt Inc. I.P. Security Agreement#page2.tif

source=Rapt Inc. I.P. Security Agreement#page3.tif

source=Rapt Inc. I.P. Security Agreement#page4.tif

source=Rapt Inc. I.P. Security Agreement#page5.tif

source=Rapt Inc. I.P. Security Agreement#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 21, 2007 by and between SILICON VALLEY BANK ("Bank") and RAPT INC. ("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 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 and Patents 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 and Trademarks listed on Exhibits A, B and C hereto) (the "Intellectual Property Collateral"), 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.

As used herein, the following terms shall have the following meanings:

"Copyrights" are all copyright rights, applications or registrations and like protections in each work or authorship or derivative work, whether published or not (whether or not it is a trade secret) now or later existing, created, acquired or held.

"Patents" are patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same.

**"Trademarks"** are trademark and service mark rights, registered or not, applications to register and registrations and like protections, and the entire goodwill of the business of Grantor connected with the trademarks.

[Signature pages follows.]

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.

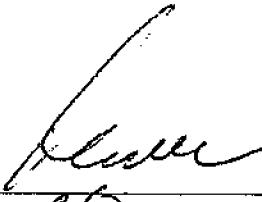
Address of Grantor:

625 2nd Street, Suite 200  
San Francisco, California 94107

Attn: Russell Notides

GRANTOR:

RAPT INC.

By:   
Title: CEO

Address of Bank:

4420 Rosewood Drive  
Pleasanton, California 94588

Attn: Vincent Vallejos

BANK:

SILICON VALLEY BANK

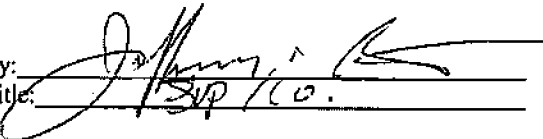
By:   
Title: SVP / CO.

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

N/A

N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD AND APPARATUS FOR MULTIVARIATE ALLOCATION OF RESOURCES	6,684,193	01/27/2004
Methods for a request-response protocol between a client system and an application server	09/816,991	03/22/2001

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Design only	2742979	07/29/2003
RAPT	2565524	04/30/2002

TYSON01 326094v1 220763-000775

RECORDED: 06/07/2007

TRADEMARK  
REEL: 003557 FRAME: 0172