

MRD 2/12/2

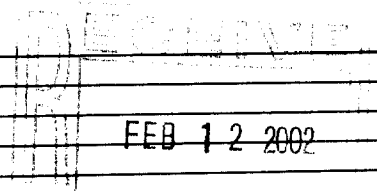


102004326

To the Honorable Commissioner of Patents and Trademarks Attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <b>Ascentis Software Corp.</b></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <b>Silicon Valley Bank</b> Internal Address: <b>HA155</b></p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <b>November 1, 2001</b></p>	<p>Street Address: <b>3003 Tasman Drive</b></p> <p>City: <b>Santa Clara</b> State: <b>CA</b> ZIP: <b>95054</b></p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

4. Application number(s) or trademark number(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Trademark Application No.(s)	B. Trademark No.(s)
	<b>2,276,346</b>
	<b>2,247,713</b>
	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <b>Silicon Valley Bank</b> Internal Address: <b>Loan Documentation HA155</b></p> <p>Street Address: <b>3003 Tasman Dr.</b> City: <b>Santa Clara</b> State: <b>Ca</b> ZIP: <b>95054</b></p>	<p>6. Total number of applications and trademark involved: <b>2</b></p> <p>7. Total fee (37 CFR 3.41): .....\$65.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>
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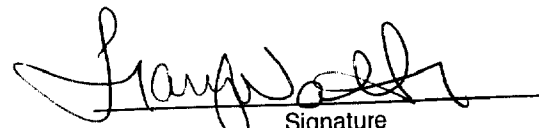
03/05/2002 DBYRME 00000305 2276346

01 FC:481 40.00 OP  
02 FC:482 25.00 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.*

**Tracy Walton**  
Name of Person Signing

  
Signature

**1-8-02**  
Date

Total number of pages comprising cover sheet: \_\_\_\_\_

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 1, 2001 by and between SILICON VALLEY BANK ("Bank") and Ascentis Software 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 November 1, 2001 (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.

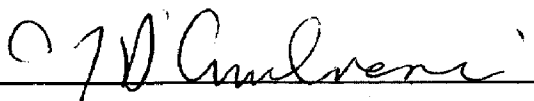
GRANTOR:

Ascentis Software Corporation

Address of Grantor:

220 120th Avenue NE  
Bellevue, WA 98005

Attn: Charles D'Ambrosia

By: 

Title: President/CEO

BANK:

SILICON VALLEY BANK

Address of Bank:

4110 Carillon Point  
Kirkland, WA 98033

Attn: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

Copyrights

Description

Registration/  
Application --  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

Patents

Description

Registration/  
Application --  
Number

Registration/  
Application  
Date

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HROFFICE	2,276,346	Sept. 7, 1999
ASCENTIS	2,247,713	May 25, 1999

EXHIBIT D

Mask Works

Description

Registration/  
Application -  
Number

Registration/  
Application  
Date

NONE

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36 and 38

Reg. No. 2,247,713

**United States Patent and Trademark Office**

Registered May 25, 1999

**TRADEMARK  
PRINCIPAL REGISTER**

**ASCENTIS**

ASCENTIS SOFTWARE CORP. (WASHINGTON  
CORPORATION)  
SUITE 104  
220-120TH AVENUE, N.E.  
BELLEVUE, WA 98005

MINISTRATION, IN CLASS 9 (U.S. CLS. 21, 23,  
26, 36 AND 38).

FIRST USE 2-5-1998; IN COMMERCE  
2-5-1998.

SER. NO. 75-466,175, FILED 4-10-1998.

FOR: COMPUTER SOFTWARE FOR HUMAN  
RESOURCES AND EMPLOYEE BENEFITS AD-

LAURIEL DALIER, EXAMINING ATTORNEY



# The United States of America



## CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

*The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.*

*The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.*

*A copy of the Mark and pertinent data from the application are a part of this certificate.*

*This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.*



*J. Todd Pichini*

Acting Commissioner of Patents and Trademarks

**TRADEMARK**  
**REEL: 002454 FRAME: 0088**

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36, and 38

Reg. No. 2,276,346

**United States Patent and Trademark Office**

Registered Sep. 7, 1999

**TRADEMARK  
PRINCIPAL REGISTER**

**HROFFICE**

ASCENTIS SOFTWARE CORP. (WASHINGTON  
CORPORATION)  
220 120TH AVENUE N.E. SUITE 104  
BELLEVUE, WA 98005 BY CHANGE OF NAME  
BUSINESS SOFTWARE ADVANTAGE, INC.  
(WASHINGTON CORPORATION) BELLE-  
VUE, WA 98005

FOR: COMPUTER SOFTWARE FOR HUMAN  
RESOURCES AND EMPLOYEE BENEFITS AD-

MINISTRATION, IN CLASS 9 (U.S. CLS. 21, 23,  
26, 36 AND 38).

FIRST USE 8-19-1997; IN COMMERCE  
8-19-1997.

SN 75-221,732, FILED 1-6-1997.

K. MARGARET LE, EXAMINING ATTORNEY

# The United States of America



## CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

*The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.*

*The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.*

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*A. Todd Johnson*

Acting Commissioner of Patents and Trademarks