

07-03-2003



102487838

FORM PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

RECORD

T

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

1. Name of conveying party(ies): **MANAGESTAR.COM, INC.**

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

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date:

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

Name: **Silicon Valley Bank**  
Internal Address: 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

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

**76/340,650**

~~76/339,957~~

~~76/339,956~~

~~76/339,955~~

~~76/339,954~~

B. Trademark No.(s)

**2,663,967**

Additional numbers attached?  Yes  No

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 Dr.

City: Santa Clara

State: Ca

ZIP: 95054

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

7. Total fee (37 CFR 3.41): **\$165.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

07/03/2003 EC00PER 00000017 76340650

01 FC:8521 40.00 DP

02 FC:8522 125.00 DP

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.

**Mainbel Arceaga**  
Name of Person Signing

*Mainbel Arceaga*  
Signature

6/19/03

SC/113/COMM

Total number of pages including cover sheet, attachments, and document: **6**

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002774 FRAME: 0891**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (the "Agreement") dated June 16, 2003 is between SILICON VALLEY BANK ("Bank") and MANAGESTAR.COM, INC., a Delaware corporation ("Grantor").

**RECITALS**

A. Bank will make advances to Grantor ("Loans") as described in that certain Loan and Security Agreement of even date herewith (the "Loan Agreement"), but only if Grantor grants Bank a security interest in, among other Collateral, all of Grantor's Intellectual Property, including all Copyrights, Trademarks, Patents and Mask Works. All defined terms used herein shall have the respective meanings accorded to them in the Loan Agreement.

B. Grantor has granted Bank a security interest in all of Grantor's right, title and interest, presently existing or later acquired, in and to all of the Collateral.

**AGREEMENT**


Grantor grants Bank a security interest in all of its right, title and interest in and to Grantor's Intellectual Property (including but not limited to the Copyrights, Patents, Trademarks and Mask Works listed on Exhibits A, B, C, and D hereto), and all proceeds thereof (including but not limited to license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, rights throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part. This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies with respect to the security interest granted hereby are in addition to (and not in lieu of) those set forth in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights, powers and interests are cumulative with every right, power or remedy provided herein. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

SILICON VALLEY BANK,  
a California-chartered bank

  
(Signature)

V.P.  
\_\_\_\_\_  
(Title)

MANAGESTAR.COM, INC.,  
a Delaware corporation

  
(Signature)

CFO  
\_\_\_\_\_  
(Title)

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

## EXHIBIT "C"

## TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>APPLICATION NO./ SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
Service Mark for Managestar	USA		2,663,967	Registered
Managestar	USA	76/340,650		Pending
Harmony	USA	76/339,957		Pending
The Services Solution	USA	76/339,956		Pending
The Service Chain Managers	USA	76/339,955		Pending
Service Chain Management	USA	76/339-954		Pending

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

SF 185701.1 07263 00307

**RECORDED: 07/02/2003**

**TRADEMARK  
REEL: 002774 FRAME: 0896**