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To the Honorable Commissioner of Patent

102564818

Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):
CLOSEDLOOP SOLUTIONS, INC.
 1001 Marshall St., Ste. 500 *9.10.03*
 Redwood City, CA 94063

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

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

2. Name and address of receiving party(ies)
 Name: **SILICON VALLEY BANK**
 Internal Address:
 Street Address: **3003 Tasman Dr.**

City: **Santa Clara** State: **CA** ZIP: **95054**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other a **California banking corporation**

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **September 4, 2003**

4. Application number(s) or patent number(s):
 A. Trademark Application No.(s)
CLOSEDLOOP SOLUTIONS (App. No. 76-159,400)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

US PATENT & TRADEMARK OFFICE
 2003 SEP 10 P 3:21
 TRADEMARK FEE PROCESS RECEIVED

5. Name and address of party to whom correspondence concerning document should be mailed:
Mrs. Kim Walker
 Name: **Buchalter, Nemer, Fields & Younger**

Internal Address: _____

Street Address: **601 South Figueroa Street, 24th Floor**

City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

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

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.

MRS. KIM WALKER
Name of Person Signing

Kim Walker
Signature

September 9, 2003
Date

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 4, 2003, by and between SILICON VALLEY BANK ("Bank") and CLOSEDLOOP SOLUTIONS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to continue to make certain advances of money and to continue 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 as of November 8, 2000 (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).

B. Bank is willing to continue 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.

C. Pursuant to the terms of the Loan Agreement, as amended as of the date hereof, Grantor has granted to Lenders 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lenders and Grantor, 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), 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 Lenders 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 Lenders 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property in which Grantor has an interest. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, the intellectual property rights listed on such exhibits. From time to time hereafter, Grantor shall register on an expedited basis such additional intellectual property developed or acquired by Grantor in connection with any product prior to the sale or licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party.

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:

GRANTOR:
By: 
Title: CEO

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054

BANK:

SILICON VALLEY BANK

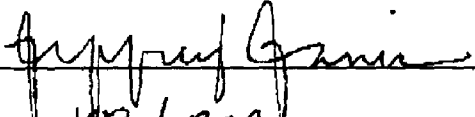
By: 
Title: VP / RM



EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

NONE

EXHIBIT B

Patents

Description

Registration Number

Registration Date

See Attached

Title	Agent's Ref#	Patent Application #	Filing Date	Status	Description of Claims	Status	Application
Interactive Method and Apparatus for Real-Time Financial Planning	Attny #38134:0100		3/13/2001 Foreign patent search filed 3/13/02		Top-down spendcaps; Bottom-up spending and request for additional funding; My Plan and Shared Plan areas for planning; Associating users with spend accounts; Department hierarchy; Assigning users to departments	pending	SpendCap
Interactive Method and Apparatus for Real-Time Financial Planning	60025-0011; amends #38134:0100 above	Serial No. 09/804,851	3/13/01			pending	SpendCap
Approach for Managing Forecast Data	60025-0012	Serial No.09/905,258	7/12/01		Multi-tier controls (hierarchical dimensions); Triangular modeling; Consensus process for reconciling forecasts; Superseding forecasts; Multiple data sets; P&L linkage to real-time data	pending	TopLine
Method and Apparatus Providing Automated Control of Spending Plans	60025-0013	Serial No. 09/969,140	10/1/01	in-process response to PTO by 27 Jun03	Allocations; Line-item detail; Program management; Alternate Roll-up hierarchies	pending	SpendCap
Methods and Apparatus Providing Automated Financial Plan Controls	60025-0014	Serial No. 09/969,134	10/1/01		Meaningful linkage of P&L to expense plans; Linkage of balance sheet and statement of cash flows to P&L; spending; Preconfigured balance sheets; Multiple Pro Forma plans; Hierarchical planning ; Roll-up of contribution P&L's	pending	BizPlan
Interactive Method and Apparatus for Real-Time Financial Planning	60025-0015	No.PCT/US02/07740	Filed on 2/5/2002 (Effective filing date will be the equal to filing date of 3/13/2001 application)		Clean up of application and claims in original patent filed on 3/13/2001	pending	SpendCap (amendment to 3/13/2001 application)
excel invention? Method and Apparatus Providing Automated Control of Spending Plans	see above 60025-0016	No.PCT/US02/31516	10/1/02		Method providing automatic allocation of a spending limit value among a plurality of recipient departments is disclosed.	pending	SpendCap
Methods and Apparatus Providing Financial Plan Controls	60025-0017	No.PCT/US02/31515	10/1/02		Techniques providing automatic control of a distributed electronic financial plan are disclosed.	pending	SpendCap; P&L; Revenue
Methods and Apparatus for Generating Locally Customized Data Reports	60025-0018	Serial No. 10/357,973	2/13/03		Techniques providing for generation of locally customized reports	pending	Reporting

EXHIBIT C

Trademarks

Description

Registration Number

Registration Date

See Attached

Mark	Filing Date	Mark Classification	Status
CLOSEDLOOP SOLUTIONS	11/3/00	Class 9: computer software for use in forecasting, planning, and management in the field of business finance; Class 35: buisness services, namely market analysis; Class 36: financial planning, financial analysis, financial management, and asset management services, all for businesses	Pending: Office Action, May 4, 2001; Closedloop response filed November 3, 2001;Suspended due to conflict; prior application of another company was abandoned; as of 19Jun03 CLS will consider pursuing Primary Register vs. Secondary Register Serial No.: 76-159,400
SPENDCAP MANAGER			to be filed
TOPLINE MANAGER			to be filed