

1/7/15

01-11-2005

Form PTO-1594
(Rev. 03/01)
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102916893

U.S. DEPARTMENT OF COMMERCE
U.S. 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):

Trados Incorporated

- Individual(s)
- General Partnership
- Corporation-State *DE*
- 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: 11/15/04

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing IV, Inc.

Internal

Address: _____

Street Address: 2010 North First Street

City: San Jose State: CA Zip: 95131

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State *Maryland*
- Other _____

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,165,257;

2,317,002; 2,486,977; 2,490,174

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Russell D. Pollock, Esq.

Internal Address: _____

Street Address: Greene Radovsky Maloney & Share LLP
Four Embarcadero Center, Suite 4000

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: _____

9

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Jeffrey T. Klugman

Name of Person Signing

Signature

12/30/04

Date

21

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01/10/2005 DRYRNF 00000159 2165257

01 FC:8521
02 FC:8522

40.00 OP
200.00 OP

TRADEMARK
REEL: 003102 FRAME: 0641

Recordation Form Cover Sheet
For Trademarks
For Trados Incorporated

Applicatio/Registration Numbers

2,579,299

2,018,113

1,948,058

2,341,719

45596/0841
12/30/04/MVR/277751.1

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of November 15, 2004, by and between TRADOS INCORPORATED, a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IV, INC., a Maryland corporation ("Secured Party").

RECITALS

A. Pursuant to a Loan and Security Agreement of even date herewith (the "Loan Agreement") between Grantor, as borrower, and Secured Party, as lender, Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE 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 Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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");

(d) Any and all claims for damages by way of past, present and future infringement 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(g) 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. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

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

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

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

(d) **Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material 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 or Copyright not specified in this Agreement;**

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party'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 interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will 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 Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

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

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

(b) Secured Party declares a default to Grantor in writing after Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This 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.

Remainder of this page intentionally left blank; signature page follows

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

GRANTOR:

Address of Grantor:

1292 Hammerwood Avenue
Sunnyvale, CA 94089
Attn: James Budge, CFO

TRADOS INCORPORATED

By:



Name: Joe Campbell

Its: President & CEO

SECURED PARTY:

Address of Secured Party:

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

VENTURE LENDING & LEASING IV, INC.

By: _____

Name: _____

Its: _____

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

GRANTOR:

Address of Grantor:

1292 Hammerwood Avenue
Sunnyvale, CA 94089
Attn: _____

TRADOS INCORPORATED

By: _____

Name: _____

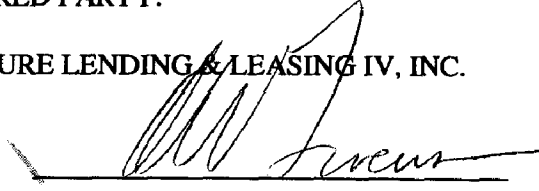
Its: _____

Address of Secured Party:

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING IV, INC.

By:  _____

Name: Ronald W. Swenson

Its: Chief Executive Officer

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Serial Number	Title	Type of Application	File Date	Country	Status
60/125,078	Workflow Management system	Provisional application	3/19/1999	US	Expired
09/303,499	Workflow Management system	Non-Prov/Normal Application	4/30/1999	US	Abandoned
09/317,979	Workflow Management system	Non-Prov/Normal Application	5/4/1999 (claiming priority to 3/19/1999)	US	Pending
2000-607125	Workflow Management System	Non-Prov/Normal Application	9/13/2001	Japan	Pending
00902634.5	Workflow Management system	Non-Prov/Normal Application	1/26/2000	EPO	Pending
09/071,900	Machine-Assisted Translation Tools	Non-Prov/Normal Application	5/4/1998	US	Pending
99808249.X	Machine-Assisted Translation Tools	Non-Prov/Normal Application	4/30/1999	China	Granted
2331184	Machine-Assisted Translation Tools	Non-Prov/Normal Application	4/30/1999	Canada	Pending
38259/99	Machine-Assisted Translation Tools	Non-Prov/Normal Application	4/30/1999	Australia	Pending
2000-547557	Machine-Assisted Translation Tools	Non-Prov/Normal Application	4/30/1999	Japan	Pending
99 920828.3	Machine-Assisted Translation Tools	Non-Prov/Normal Application	4/30/1999	EPO	Pending
10835	Machine-Assisted Translation Tools	Non-Prov/Normal Application	4/30/1999	Mexico	Pending
60/239.929	Client-Driven Workflow	Provisional	10/13/2000	US	Expired


Environment

09/975.084	Client-Driven Workflow Environment E-Services	Non- Prov/Normal Application	10/12/200 1	US	Abandoned
09/662.758	Translation Portal	Non- Prov/Normal Application	9/15/2000	US	Pending

EXHIBIT C

Trademarks

US: Live/Active Applications:

Serial No.	Reg. No.	Word Mark
75197201	2165257	MULTITERM
75314295	2317002	WINALIGN
75892636	2486977	TRANSLATOR'S WORKBENCH
75892635	2490174	MULTITERM
75719978	2579299	TRANSLATION ZONE
75283618	2286947	
74525722	2018113	TRADOS classes 41 & 42
74525669	1948058	TRADOS class 9

Serial No.	Reg. No.	Word Mark
75359778	2341719	THE S-TAGGER

US: Dead/Abandoned Applications:

Serial Number	Word Mark
78067426	HUMAN TRANSLATIONS POWERED BY TRADOS
78064856	BEYOND WORDS
76147238	TRADOS NET POWERING MULTILINGUAL BUSINESS
76061426	TRANSLATION SOLUTION EDITION 3 INSIDE!
75794386	THE LANGUAGE ARCHITECTS

Foreign Applications:

"TRADOS" trademark Country (Countries)	Filing Date	Reg.No.	Goods/Services	Expiration Date
Germany	5-Mar-87	1 114 015	Computer programs registered on data carriers, in particular for planning and supporting translation projects (class 9)	31-Mar-07

European Community

1-Apr-96

7468

preparing data
processing
programs as well
as technical
consulting in the
field of
translation
projects (class
42)

Software 31-Mar-06
registered on all
kinds of
machine-readable
data carriers and
computer
memories,
especially for
translators and
technical writers
(class 9)

(countries: Belgium, Netherlands,
Luxembourg, Denmark, Germany,
Finland, France, Greece, Great
Britain, Ireland, Italy, Austria,
Portugal, Sweden, Spain)

Program and user
handbooks
belonging to the
above-mentioned
goods, especially
for translators
and technical
writers (class 16)

technical
consultancy and
training in data
processing,
especially for
translators and
technical writers

(class 41)
writing and
development of
data processing
programs for
others, especially
for translators
and technical
writers

Benelux-Countries

28-Dec-93

545 978

(class 42)
See European 28-Dec-03
Community-
registration

(Belgium, Netherlands,
Luxembourg)

Switzerland	27-Dec-93	423 360	See European Community registration	27-Dec-03
China	13-Mar-98	1 348 675	Recorded computer programs and data storages containing software, especially for translators and technical authors as well as for text processing and text retrieval	27-Dec-09
Japan	28-May-97	4,335,635	(class 9) Recording media storing database for translators; recording media storing computer programs for translators and for dictionaries; recording media storing manuals for all goods mentioned before (class 9); teaching of knowledge in the field of computer programs, particularly teaching of translators and technical authors in the field of computer programs (class 41) preparing and developing computer programs, technical consulting in the field of computer programs, particularly for translators and technical authors (class 42)	19-Nov-09
Korea	13-Mar-98	443 849	Data carriers and data storages containing software	11-Mar-09

Taiwan	11-Feb-98	847 158	Machine readable data carriers and data storages containing software, especially for translators and technical authors as well as for text processing and text retrieval (class 9)	15-Apr-09
USA	17-May-94	1,948,058	Computer programs for use in preparing translations and user manuals sold as a unit (class 9)	16-Jan-06
USA	17-May-94	2,018,113	Training in the field of data processing, particularly for translators and technical authors (class 41) preparing and developing data processing programs for third parties and technical consulting in the field of data processing, particularly for translators and technical authors (class 42)	19-Nov-06

"MultiTerm" trademark
Country
(Countries)

Country	Filing Date	Reg.No.	Goods/Services	Expiration Date
Germany	22-Dec-93	2 083 076	Software registered on all kinds of machine-readable data carriers and computer memories, especially for translators and technical writers (class 9)	31-Dec-03

Program and user handbooks belonging to the above-mentioned goods, especially for translators and technical writers

(class 16)
technical consultancy and training in data processing, especially for translators and technical writers (class 41)

writing and development of data processing programs for others, especially for translators and technical writers (class 42)

European Community	1-Apr-96	7476	See German registration	31-Mar-06
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(countries: Belgium, Netherlands, Luxembourg, Denmark, Germany, Finland, France, Greece, Great Britain, Ireland, Italy, Austria, Portugal, Sweden, Spain)

Switzerland (MULTITERM & Design)	29-Oct-01	04022/1998 (Appln.No.)	See German registration	not yet registered
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China	13-Mar-98	1 348 674	Recorded computer programs and data storages containing software, especially for the administration of multilingual terminology as well as for translators and technical authors	27-Dec-09
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Japan	28-May-97	4,226,121	(class 9) Databases for translators, computer programs for translators and for dictionaries as well as user manuals for all goods (class 9)	8-Jan-09
Korea	13-Mar-98	443 848	Data carriers and data storages containing software (class 9)	11-Mar-09
Taiwan	11-Feb-98	857 243	Machine readable data carriers and data storages containing software, especially for the administration of multilingual terminology as well as for translators and technical authors	30-Jun-09
USA	13-Nov-96	0 2,165,257	(class 9) Computer software for use in managing data bases for translators; computer software for use in translating languages and for use in preparing foreign language dictionaries (class 9)	16-Jun-08

**“Flagman” trademark
Country
(Countries)**

	Filing Date	Reg.No.	Goods/Services	Expiration Date
European Community	19-Mar-97	502 716	Software stored on machine-readable data carriers and data memories of all kinds, in particular for translators and technical authors (class 9)	19-Mar-07

(countries: Belgium, Netherlands, Luxembourg, Denmark, Germany, Finland, France, Greece, Great Britain, Ireland, Italy, Austria, Portugal, Sweden, Spain)

Program and user manuals for the above-mentioned goods, in particular for translators and technical authors

(class 16)
technical consultancy and training in the field of data processing, in particular for translators and technical authors

(class 41)
providing and development of data processing programs for others, in particular for translators and technical authors

(class 42)

Switzerland	25-Mar-97	448 037	See European Community registration	25-Mar-07
Japan	24-Jul-98	4,379,546	Recording media storing database for translators; recording media storing computer programs for translators and for dictionaries; recording media storing manuals for all goods mentioned before;	28-Apr-10

teaching of knowledge in the field of computer programs, particularly teaching of translators and technical authors in the field of computer programs (class 41)

preparing and developing computer programs, technical consulting in the field of computer programs, particularly for translators and technical authors (class 42)

USA	29-Apr-97	¥ 2,286,947	Computer programs for use in preparing translations and user manuals sold as a unit (class 9)	19-Oct-09
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"WinAlign" trademark Country (Countries)	Filing Date	Reg.No.	Goods/Services	Expiration Date
European Community	28-May-97	547 067	Software stored on machine-readable data carriers and data memories of all kinds, in particular for translators and technical authors (class 9)	28-May-07

(countries: Belgium, Netherlands, Luxembourg, Denmark, Germany, Finland, France, Greece, Great Britain, Ireland, Italy, Austria, Portugal, Sweden, Spain)

program and user manuals for software recorded on machine-readable data carriers and data memories of all kinds, in particular for translators and technical authors (class 16)

Switzerland 29-May-97 448 641 See European Community registration 29-May-07

Japan 10-Feb-98 4,371,413 Recording media storing database for translators; recording media storing computer programs for translators, for dictionaries and for alignment of translated texts, recording media storing manuals for all goods mentioned before; 31-Mar-10

teaching of knowledge in the field of computer programs, particularly teaching of translators and technical authors in the field of computer programs (class 41)

preparing and developing computer programs, technical consulting in the field of computer programs, particularly for translators and technical authors (class 42)

USA

24-Jun-97

2,317,002

Computer software for use in data base management, language translation and dictionary reference, all for use by translators, and user manuals sold together as a unit therewith (class 9)

8-Feb-10

**"S-Tagger" trademark
Country
(Countries)**

Filing Date

Reg.No.

Goods/Services

**Expiration
Date**

European Community

17-Jul-97

588 871

Software recorded on machine-readable data media and data memories of all kinds, in particular, in translators, authors, text designers and printers, software for coordinating translation and word processing programs (class 9)

17-Jul-07

(countries: Belgium, Netherlands, Luxembourg, Denmark, Germany, Finland, France, Greece, Great Britain, Ireland, Italy, Austria, Portugal, Sweden, Spain)

programs and user manuals for software recorded on machine-readable data media and data memories of all kinds, in particular for translators, authors, text designers and printers (class 16)

USA

19-Sep-97

∇ 2,341,719

Computer software, CD-ROMs and machine-readable data carriers for use by translators, authors, layout editors and typographers for use in coordinating translation tools and for word processing and user manuals sold as a unit therewith (class 9)

11-Apr-10