

08-15-2006



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

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

9.10.06

1. Name of conveying party(ies):

EVERDREAM CORPORATION

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

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

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

3. Nature of conveyance:

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

Execution Date: 7/21/06

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

2,482,949; 2,823,520; 2,914,303; 2,783,065

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: \_\_\_\_\_

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

08/14/2006 MJAMA1 00000098 2482949

01 JEB:ASZK Klugman  
02 FC:8322

40.00 OP  
75.00 OP

Name of Person Signing

Signature

8/10/06

Date

10

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

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of July 21, 2006, by and between EVERDREAM CORPORATION, a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IV, INC., in its capacity as agent for itself and Comerica Bank under the Loan Agreement (hereinafter defined) ("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 agent for itself and Comerica Bank as lenders ("Lenders"), Lenders have 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. Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party, for the benefit of Lenders, 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 Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens;

(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 protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights;

(f) 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 any new registrations filed with the United States Copyright Office; 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 would 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, including (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 and (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.

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) 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 sixty (60) days of Grantor's receipt of notice of such breach from Secured Party.

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:

EVERDREAM CORPORATION

6591 Dumbarton Circle  
Fremont, CA 94555

By: 

Name: JOSEPH CONSUL

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

Its: VP, CFO

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING IV, INC., as Agent

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

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:

EVERDREAM CORPORATION

6591 Dumbarton Circle  
Fremont, CA 94555

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

Name: \_\_\_\_\_

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

Its: \_\_\_\_\_

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING IV, INC., as Agent

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

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

Name: David R. Wanek

Its: Vice President

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
Everdream guidebook : Win98 dreambook edition, version 1.5.	TX-5-352-206	19Mar01
Everdream guidebook : Win2000 dreambook edition, version 1.0.	TX-5-352-208	19Mar01
Everdream guidebook: 2000 ED.	TX-5-364-671	21Mar01
Everdream guidebook : Win98 Dream Machine edition, version 1.0.	TX-5-367-095	29Mar01
Everdream guidebook : Win2000 Dream Machine edition, version 1.0.	TX-5-367-096	29Mar01

EXHIBIT B

## Patents

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration/Application Date</u>
INTELLIGENT PATCH CHECKER	09/580931	6751794	25-May-00
INTELLIGENT PATCH CHECKER	10/869591		15-Jun-04
INTELLIGENT PATCH CHECKER	11/111292		20-Apr-05
SET UP WIZARD TO HARVEST MACHINE, NETWORK AND E-MAIL INFORMATION FOR MASTER CONFIGURATION FILE	09/585985		2-Jun-00
SET UP WIZARD TO HARVEST MACHINE, NETWORK AND E-MAIL INFORMATION FOR MASTER CONFIGURATION FILE	PCT/US01/04604		13-Feb-01
METHOD AND APPARATUS FOR CONFIGURING A HARD DISK AND FOR PROVIDING SUPPORT FOR A COMPUTER SYSTEM	09/418697	6281894	15-Oct-99
METHOD AND APPARATUS FOR REMOTEY ENABLING A PREINSTALLED AND PREVIOUSLY DISABLED APPLICATION ON A COMPUTER SYSTEM	09/418699	6301666	15-Oct-99
PROTECTED EXECUTION ENVIRONMENTS WITHIN A COMPUTER SYSTEM	09/545286	6941470	7-Apr-00
PROTECTED EXECUTION ENVIRONMENTS WITHIN A COMPUTER SYSTEM	11/106832		15-Apr-05
PROTECTED EXECUTION ENVIRONMENTS WITHIN A COMPUTER SYSTEM	11/106951		15-Apr-05
PROTECTED EXECUTION ENVIRONMENTS WITHIN A COMPUTER SYSTEM	11/107018		15-Apr-05
PROTECTED EXECUTION ENVIRONMENTS WITHIN A COMPUTER SYSTEM	11/106942		15-Apr-05
LOCAL CLIENT DATABASE FOR REMOTE SUPPORT	09/954397		12-Sep-01
METHOD AND SYSTEM FOR ALLOCATING AND DISTRIBUTING ROYALTY/COMMISSION PAYMENTS TO RESELLERS/DISTRIBUTORS	09/653828	6618706	1-Sep-00



METHOD AND SYSTEM TO MANAGE SERVICES FOR MULTIPLE MANAGED COMPUTER SYSTEMS	10/125047	17-Apr-02
METHOD AND SYSTEM TO REMOTELY CONFIGURE A COMPUTER SYSTEM UTILIZING ADMINISTRATOR IMPERSONATION	10/125247	17-Apr-02
METHOD AND SYSTEM TO CUSTOMIZE AND/OR BRAND A SERVICE MANAGEMENT APPLICATION INSTALLED ON A MANAGED SYSTEM	10/125167	17-Apr-02
METHOD AND SYSTEM FOR RESPONDING TO AN EVENT OCCURRING ON A MANAGED COMPUTER SYSTEM	10/306049	26-Nov-02
A METHOD OF MANAGING A SOFTWARE ITEM ON A MANAGED COMPUTER SYSTEM	10/371319	20-Feb-03
AUTOMATED VOICE-BASED PROBLEM RECOGNITION AND RESOLUTION	10/371662	20-Feb-03
METHOD AND SYSTEM FOR COMMUNICATING WITH A MANAGED SYSTEM LOCATED BEHIND A FIREWALL	10/305698	26-Nov-02

EXHIBIT C

Trademarks

<u>Description</u>	<u>U.S. Registration/Application Number</u>	<u>U.S. Registration/Application Date</u>
EVERDREAM	Reg. # 2482949	8/28/2001
EVERDREAM	Reg. # 2823520	3/16/2004
EVERDREAM	Reg. # 2914303	12/28/2004
ITREADY	Reg. # 2783065	11/11/2003

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JTK/307157.4