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06-03-1998

FORM PTO-1595
(Rev. 8-83)
OMB No. 0451-0011 (exp. 4-94)

RECORD



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings 000 Y

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

1. Name of conveying party(ies):
Mirior Software Corporation
12530 128th Lane N.E.
Kirkland, WA 98034
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: *SILICON VALLEY BANK*
Internal Address: *Attn: Loan Documentation Group*

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: *4-2-98*

Street Address: _____
3003 Tasman Drive
City: *Santa Clara* State: *CA* ZIP: *95054*
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s)
see Attachment

B. Patent No.(s)
see Attachment
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: *NC 816*
Attn: Loan Documentation Group
Street Address: _____
3003 Tasman Drive
City: *Santa Clara* State: *CA* ZIP: *95054*

6. Total number of applications and patents involved: *11*
7. Total fee (37 CFR 3.41).....\$ *440 --*
 Enclosed CHECK NO. *7632*
 Authorized to be charged to deposit account
8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

06/01/1998 JOURNAL OF PATENTS AND TRADEMARKS
\$1.50 PER PAGE 440.00

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.
MAGGIE GARCIA *Maggie Garcia* PATENT *5-12-98*
Name of Person Signing Signature Date
REEL 9197 FRAME 0532
Total number of pages including cover sheet, attachments, and document: *12*

**Mirror Software Corporation
Patents**

Patent Application No. (s):

08/617,439
09/001,886
09/001,939
09/002,041
08/802,719
08/810,675
08/825,205
08/745,574
08/747,351
60/069,207

Patent No. (s):

5,687,259

**PATENT
REEL: 9197 FRAME: 0533**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 2, 1998, by and between SILICON VALLEY BANK ("Bank") and MIRROR 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 April 2, 1998 (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 and Patents 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 and Trademarks listed on Schedules 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 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.

As used in this Intellectual Property Security Agreement, the following terms shall have the following meanings:

"Copyrights" means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held.

"Intellectual Property Collateral" means

- (a) Copyrights, Trademarks and Patents;
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;
- (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 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.

"Patents" means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

"Trademarks" means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks.

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:

Address of Grantor:

Attn: _____

MIRROR SOFTWARE CORPORATION

By: 

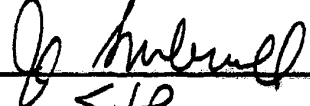
Title: CFO

BANK:

Address of Bank:

Attn: _____

SILICON VALLEY BANK

By: 

Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
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EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
Mole Map	VAn 281 550	5/24/93
Mole Map	VAn 213 486	9/30/91
MIRROR 2000 Aesthetic Imaging System Program Code	TX 4-10-595	5/22/96
Mirror 2000 V4.0	TX 4-547-672	6/04/97
Mirror Restore V4.0	TX 4-583-429	7/11/97
Mirror DPS V4.0	TX 4-583-428	7/11/97

EXHIBIT B

Patents

Title	Description	Country	Application Number	Filing Date	Patent Number	Patent Issued
Aesthetic Imaging System	Alignment feature	U.S.	08/406,201	3/17/95	5,687,259	11/11/97
Aesthetic Imaging System	Warping Feature (10-15)	U.S.	08/617,439	3/18/96		
Selectively Illustrating Image Modifications	Priority Feature Select (1-9)	U.S.	09/001,886	12/31/97		
Detecting Modifications to Aesthetic Images	Image Check (20-27)	U.S.	09/001,939	12/31/97		
Aesthetic Imaging System	Transparent Menu (16-19)	U.S.	09/002,041	12/31/97		
Aesthetic Imaging System	Compare, Alignment, Priority Select, Warp Tool, Transparent Menu, Image Check	PCT	PC7U596A03678	3/18/96		
Aesthetic Imaging System	Comparison of Two Images (1-6), EP Alignment of Two Images (7-11), Priority Feature Select (12-20), Warp Tool (21-26), Transparent Menu Bar (27-30), Image Check (31-38)	EP	96911333.1	3/18/96		
Aesthetic Imaging System	Comparison of Two Images (1-6), JP Alignment of Two Images (7-11), Priority Feature Select (12-20), Warp Tool (21-26), Transparent Menu Bar (27-30), Image Check (31-38)	JP	1996-528545	3/18/96		
Aesthetic Imaging System	mirror feature	U.S.	08/802,719	2/20/97		
Aesthetic Imaging System	alignment feature	U.S.	08/810,675	3/3/97		
Aesthetic Imaging System	compare feature	U.S.	08/825,205	3/27/97		
Aesthetic Imaging System	Combination Draw	U.S.				
Aesthetic Imaging System	Priority Select (1-9), Simulating Laser Resurfacing (10-11), Color Correction (12), Orientation Correction (13)	U.S.	08/745,574	11/8/96		
Aesthetic Imaging System	Priority Select (1-9)	WO	PCT/US97/20394	11/7/97		
Imaging System for Simulating Hair Styles	Aligning hair using semi-transparent view (Claim 1)	U.S.	08/747,351	11/12/96		
Imaging System for Simulating Hair Styles	Aligning hair using semi-transparent view (Claim 1)	WO	PCT/US97/20733	11/12/97		
3-D Space Construction		U.S.	6A069,207	12/11/97		

4/1/98
3703.patents

PATENT
REEL: 9197 FRAME: 0541

EXHIBIT C**Trademarks**

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Confirm	U.S.	75/256,716	3/13/97		
Dermagraphix	U.S.	75/395,557	11/24/97		
Dermagraphix	U.S.	74/355,724	2/1/93	1,880,273	2/21/95
Exceltech	Community	564492	6/16/97		
Exceltech	U.S.	75/283,268	4/29/97		
Image Check	Argentina	2081332	5/8/97		
Image Check	Australia	733959	5/8/97		
Image Check	Community	530717	5/8/97		
Image Check	Israel	112370	5/9/97		
Image Check	Korea	97-20983	5/9/97		
Image Check	Switzerland	03908/1997	5/20/97		
Image Check	New Zealand	276430	5/9/97		
Image Check	Brazil	820241989	9/9/97		
Image Check	U.S.	75/256,717	3/13/97		
Mirror	Canada	791,825	9/5/95		
Mirror	Community	157909	4/1/96		
Mirror	Japan	1996-113100	10/8/96		
Mirror	Japan	1996-113101	10/8/96		
Mirror	Mexico	288410	2/27/97		
Mirror	Mexico	288411	2/27/97		
Mirror	Mexico	288412	2/27/97		
Mirror	Argentina	2075452	4/1/97		
Mirror	Argentina	2075453	4/1/97		
Mirror	Brazil	819907871	5/6/97		
Mirror	Australia	732795	4/22/97		
Mirror	Brazil	809907863	5/6/97		
Mirror	Chile	377836	5/19/97		
Mirror	U.S.	74/642,901	3/6/95	2,050,212	4/8/97
Mirror and Design	U.S.	75/054,446	2/7/96	2,078,721	7/15/97
Mirror Consulting Group	U.S.	75/307,434	6/6/97		
Mirror Image	Australia	732793	4/22/97		
Mirror Image	Community	348516	9/5/96		
Mirror Image	Japan	1997-112817	5/6/97		
Mirror Image	Japan	1997-112818	5/6/97		
Mirror Image	Japan	1997-112819	5/6/97		
Mirror Image	Mexico	288404	2/27/97		
Mirror Image	Mexico	288406	2/27/97		
Mirror Image	Mexico	288405	2/27/97		
Mirror Image	Argentina	2075454	4/1/97		
Mirror Image	U.S.	75/290,201	5/12/97		
Mirror Image	Brazil	819907880	5/6/97		
Mirror Image	Chile	377837	5/19/97		
Mirror Software	Brazil	820427900	12/12/97		
Mirror Software	Israel	116244	12/4/97		
Mirror Software	Japan	1997-184911	12/12/97		
Mirror Software	U.S.	75/307,752	6/12/97		

EXHIBIT C

Trademarks

Mirror Software	Argentina	2119618	12/9/97		
Mirror Software	Australia	750259	12/4/97		
Mirror Software	Canada	863,583	12/9/97		
Mirror Software	Community	694422			
Mirrorsuite	Community	420638	12/27/96		
Mirrorsuite	Japan	1997-112811	5/6/97		
Mirrorsuite	Japan	1997-112812	5/6/97		
Mirrorsuite	Japan	1997-112813	5/6/97		
Mirrorsuite	Argentina	2075450	4/1/97		
Mirrorsuite	Argentina	2075451	4/1/97		
Mirrorsuite	Canada	832,550	12/27/96		
Mirrorsuite	Brazil	819907898	5/6/97		
Mirrorsuite	Brazil	819907901	5/6/97		
Mirrorsuite	Australia	732797	4/22/97		
Mirrorsuite	U.S.	751125,695	6/26/96		
Mirrorsuite	Mexico	283,465	1/7/97	556089	8/26/97
Mirrorsuite	Mexico	283,466	1/7/97	556090	8/26/97
Mirrorsuite	Mexico	283,467	1/7/97	556091	8/26/97
Simulation Only: Actual Results May Differ	U.S.	75/293,895	5/19/97		