

MRO-10-13-98

FORM PTO-1595  
(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

RECORDED

10-26-1998

EET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings 000 Y

To the Honorable Commissioner of Patents

100859267

and original documents or copy thereof.

## 1. Name of conveying party(ies):

BRIGHTEWARE, INC.

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

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

Execution Date: JULY 14, 1998

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

Name: SILICON VALLEY BANK

Internal Address: HGL50

Street Address: 3001 TASMEN 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)

B. Patent No.(s)

SEE ATTACHED COPY OF INTELLECTUAL PROPERTY SECURITY AGREEMENT  
DATED 7/14/98 AND EXHIBIT B (PATENTS)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: HGL50

Street Address: 3001 TASMEN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

## 6. Total number of applications and patents involved:

9

7. Total fee (37 CFR 3.41).....\$ 360.00

☒ Enclosed CHECK NO. 7731☐ Authorized to be charged to deposit account

## 8. Deposit account number:

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

10/22/1998 T10H11 00000189 60042678

DO NOT USE THIS SPACE

01 FC:501

360.00 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.

JOSEPHINE M. CARINO

Name of Person Signing

Signature

8/5/98

Date

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

10

REEL: 9522 FRAME: 0583

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

See attached report + future filings  
deemed significant

CONFIDENTIAL  
PATENT PROPERTY STATUS REPORT

TTC REF. COUNTRY ATTY(S) HANDLING	CLIENT'S REF.	TITLE	INVENTOR(S)	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE	STATUS AND REMARKS
017111-002000US United States PHA (MAS)		Method & apparatus for automated message text processing & response	Richardson, Keith D. Greif, Jeff Buedel, Doug Aleksandrovsky, B.	60/042878 03/31/97		Abandoned  Provisional
017111-002010US United States PHA (MAS)		Method & apparatus for automated message text processing & response	Richardson, Keith D. Greif, Jeff Buedel, Doug Aleksandrovsky, B.	09/052520 03/30/98		Pending claims priority from 60/042,878, filed 3/31/97; Foreign filing due (ext. to 03/31/98) IDS due 06/30/98 (ext. to 03/30/99) Missing parts due 07/06/98 (ext. to 12/06/98)
017111-002300US United States PHA (MAS)		Automatic message interpretation & routing	Rice, Amy	09/054233 04/02/98		Pending claims priority from 60/042,894, filed 4/3/97; 60/042,616, filed 4/4/97; Foreign filing due (ext. to 04/03/98) IDS due 07/02/98 (ext. to 04/02/99) Missing parts due 07/07/98 (ext. to 12/07/98); completed 06/30/98
017111-002600US United States PHA (MAS)		Sales agent				Unified
017111-002800US United States PHA (MAS)		Electronic router for e-mail	Angotti, Anthony Piccolo, Rosanna	60/042494 04/03/97		Abandoned  Provisional
017111-002900US United States PHA (MAS)		Electronic router for e-mail	Angotti, Anthony Piccolo, Rosanna M. Rice, Amy Hsu, Julie	60/042656 04/04/97		Abandoned  Provisional
017111-003000US United States PHA (MAS)		Automatic message interpretation & routing system	Angotti, Anthony A. Piccolo, Rosanna M. Cohen, Fred R. Hsu, Julie	08/853074 05/08/97		Pending Missing parts due 12/03/97 (ext. to 05/03/98); completed 11/21/97 Assignment due 05/15/98; completed 05/15/98

NOTE: Inventors are limited to first four only.  
JULY 27, 1998

CONFIDENTIAL  
PATENT PROPERTY STATUS REPORT

TTC REF. COUNTRY ATTY(S) HANDLING	CLIENT'S REF.	TITLE	INVENTOR(S)	SERIAL NO. FILING DATE	PATENT NO. ISSUE DATE	STATUS AND REMARKS
017111-003100US United States PHA (MAS)		Database-driven generator for answer form & content in an automated response system				Unfiled
017111-003200US United States PHA (MAS)		Response server with intelligent dialog capability				Unfiled

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 14, 1998 by and between SILICON VALLEY BANK ("Bank") and BRIGHTWARE, INC. ("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 July 14, 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, Patents, and Mask Works 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

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.

Address of Grantor:

350 Ignacio Blvd., Suite 100  
Novato, CA 94949

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

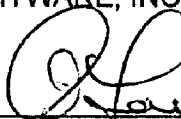
Address of Bank:

1731 Embarcadero, Ste. 220  
Palo Alto, CA 94303

Attn: Michael Dewery

GRANTOR:


BRIGHTWARE, INC.

By:  R. F. Lawrence II

Title: VP Finance

BANK:

SILICON VALLEY BANK

By: 

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

See attached Report + future filings

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

See attached report + future filings  
deemed significant



EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

2/1/2

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PATENT PROPERTY STATUS REPORT

PREPARED FOR

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JULY 27, 1998

Please contact us for explanations or limitations of this report.