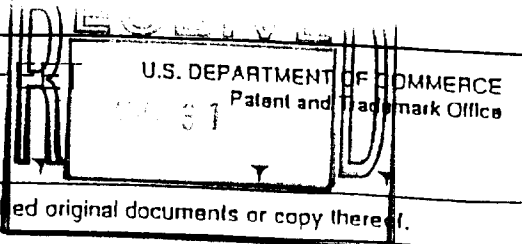


8-31-99 F

01-04-2000

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



Tab sellings

To the Honorable Commissioner c

101237110

attached original documents or copy thereof.

1. Name of conveying party(ies): MRD 12.22.99

NETMIND TECHNOLOGIES, INC. Re

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

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

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

3. Nature of conveyance:

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

Execution Date: June 11, 1999

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)

08/823,761  
08/896,966  
09/081,991

B. Patent No.(s)

5,898,836

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: \_\_\_\_\_  
Attn: Loan Documentation Group

Street Address: \_\_\_\_\_  
3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 160 - 40 120

Enclosed CHECK NO. 8049

Authorized to be charged to deposit account

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

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

09/03/1999 MTHRI1 00000001 08823761

DO NOT USE THIS SPACE

01 FC:581

40.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copies are a true copy of the original document.

Jacquelyn Le

Name of Person Signing

[Signature]

Signature

Total number of pages including cover sheet, attachments, and documents 5

01/04/2000 MTHRI1 00000076 08823761 40.00 OP 01 FC:581

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 11, 1999 by and between SILICON VALLEY BANK ("Bank") and NETMIND TECHNOLOGIES, INC., a California 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 of even date herewith (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, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby agrees as follows:

## AGREEMENT

To secure its Obligations to Bank 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.

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:


1885 South Winchester Blvd. 1st Floor  
Campbell, CA 95008  
Attn: Chief Financial Officer

GRANTOR:

NETMIND TECHNOLOGIES, INC.

By:

Title:

  
\_\_\_\_\_  
President and CEO

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054  
Attn: Scott Wiebe

BANK:

SILICON VALLEY BANK

By:

Title:

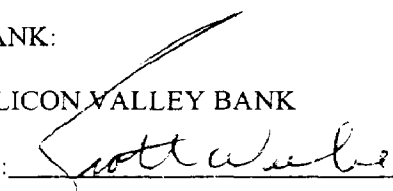
  
\_\_\_\_\_  
VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/  
Application Number

Registration/  
Application Date

Not Applicable

EXHIBIT B

Patents

Description

Registration/  
Application Number

Registration/  
Application Date

Change-Detection Tool Indicating degree and location of change of internet documents by comparison of cyclic-redundancy-check (CRC) signatures

Patent No.  
5,898,836

Date of Patent:  
April 27, 1999

Pending Applications:

App. No.

Date of Application

A Spreadsheet User-Interface for an Internet-Document Change-Detection Tool

08/823,761

March 25, 1997

Distributed-Client Change-Detection Tool with Change Detection Augmented by Multiple Clients

08/846,966

July 18, 1997

Unique-Change Detection of Dynamic Web Pages Using History Tables of Signatures

09/081,991

May 20, 1998

EXHIBIT C

Trademarks

Description

Registration/  
Application Number

Registration/  
Application Date

Searches in Process

NetMind Technologies

Mind-it

75-529-511

8/3/98

Enterprise Minder

Change Detection Technology

PA\913040.2  
1190989-900000

**RECORDED: 12/22/1999**

**PATENT  
REEL: 010461 FRAME: 0184**