

12-06-2000



FORM PTO-1595

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

<p>1. Name of conveying party(ies): FIELDCENTRIX, INC.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: March 1, 2000</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: COMERICA BANK-CALIFORNIA Address: 611 ANTON BLVD SUITE 100 City: COSTA MESA State: CA Zip: 92626</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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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:

<p>A. Patent Application No.(s)</p> <p>09/683,451 09/683,447</p>	<p>B. Patent No.(s)</p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Erin O'Brien Internal Address: GRAY CARY WARE & FREIDENRICH 400 Hamilton Avenue Palo Alto, CA 94301</p>	<p>6. Total number of applications and patents involve: 2</p> <hr/> <p>7. Total fee (37 CFR 3.41) \$ 80.00 <input checked="" type="checkbox"/> Enclosed</p> <hr/> <p>8. Deposit account number: _____ Please debit any underpayment or credit any overpayment to the above deposit account.</p>
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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.

<p>Erin O'Brien Name of Person Signing</p>	<p><i>Erin O'Brien</i> Signature</p>	<p>November 14, 2000 Date</p> <p>Total number of pages comprising cover sheet: [8]</p>
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OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office
Office of Public Records
Crystal Gateway 4, Room 335
Washington, DC 20231

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 1, 2000 by and between COMERICA BANK-CALIFORNIA ("Bank") and FIELDCENTRIX, 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).

B. 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.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Exhibits 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused 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:

17890 Sky Park Circle
Irvine, CA 92614

Attn: Carl Smith

FIELDCENTRIX, INC.

By: *D. S. 14/*

Title: CEO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

611 Anton Blvd., Suite 100
Costa Mesa, CA 92626

Attn: Sean P. McEneaney

By: *Bonnie E. Hehl*

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
FX Service Center	pending	
FX Mobile	pending	

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method and system for managing a field service system	pending	
Method and system for wireless communication for a field service system	pending	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Fieldcentrix.com	75/610,267	12/22/98
Serviceflow	75/552,861	09/14/98
FX Mobile	75/552,860	09/14/98
FX Service Center	75/552,859	09/14/98
Information on a Toolbelt	75/469,196	04/16/98
Fieldcentrix (Design only)	75/469,195 75/469,100	04/16/98 04/16/98
Wireless Service Revolution	76/138,772	10/02/00
FX Connect	76/138,770	10/02/00
FX Advantage	76/138,771	10/02/00
FX Foundation	76/138,769	10/02/00
FX Interchange	76/138,768	10/02/00
FX e-Service	76/138,767	10/02/00
FX e-Procurement	76/138,766	10/02/00
FX Care	76/138,765	10/02/00
FX Central	76/138,764	10/02/00