

01-16-2001

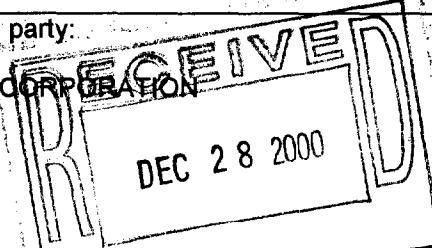


101583945

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

## 1. Name of conveying party:

- 1) ATTACHMATE CORPORATION  
2) \_\_\_\_\_  
3) \_\_\_\_\_  
4) \_\_\_\_\_  
5) \_\_\_\_\_  
6) \_\_\_\_\_



## 2. Name and address of receiving party:

Name: U.S. BANK NATIONAL ASSOCIATION

Internal Address: \_\_\_\_\_

Street Address: 1420 FIFTH AVENUE, 11<sup>TH</sup> FLOORCity SEATTLEState WAZip: 98101Additional names of conveying parties attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

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

## Execution Dates:

- 1) SEPTEMBER 22, 2000 4) \_\_\_\_\_  
2) \_\_\_\_\_ 5) \_\_\_\_\_  
3) \_\_\_\_\_ 6) \_\_\_\_\_

Additional names & addresses attached? ☐ Yes ☒ No

## 4. Application number(s) or registration 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 A

## B. Patent No(s).

SEE ATTACHMENT B

Additional numbers attached? ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: PERKINS COIE LLPInternal Address: PATENT-SEAPaul T. ParkerStreet Address: P.O. Box 1247City: SEATTLE State: WA ZIP: 98111-1247

## 6. Total number of applications and patents involved \_\_\_\_\_

17

## 7. Total Fee (37 CFR 3.41): \_\_\_\_\_ \$680

☐ Enclosed☒ Authorized to be charged to deposit account8. Deposit account number: 50-0665

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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.

PAUL T. PARKER

Name of Person Signing

Signature

Date

12/22/2000Total number of pages including cover sheet, attachments, and document: 11

# ATTACHMENT A

[/STANDARD.01]

10/30/00

**PATENT**  
**REEL: 011410 FRAME: 0498**

**PENDING PATENT APPLICATIONS:**

<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Inventor(s)</b>	<b>Title</b>
USA	08/580,936			
USA	09/347,691			
USA	09/123,910			
USA	09/302,232			

USA	09/301,775			
USA	09/280,869			
USA	09/440,480			
USA	09/437,281			

USA	09/499,273			
USA	09/544,578			
USA	N/A			
USA	N/A			

# ATTACHMENT B

[/STANDARD.01]

12/22/00

**PATENT**  
**REEL: 011410 FRAME: 0502**

# ISSUED PATENTS:

Country	Patent No..	Issue Date	Inventor(s)	Title	Owner
USA	5,162,675	11/10/92	Olsen, Cavaness, Snyder	Dual Personal Computer Architecture Peripheral Adapter Board and Circuit (IRMA 3 Convertible)	(1) Attachmate (a) Security Interest Continental Bank (12/30/93)
USA	5,163,833	11/17/92	Olsen, Cavaness, Snyder	Dual Personal Computer Architecture Peripheral Adapter Board and Circuit (IRMA 3 Convertible)	(1) Attachmate (a) Security Interest Continental Bank (12/30/93)
USA	4,885,482	12/05/89	Sharp, Lee, Cassidy	Multiple Computer Interface Circuit Board	(1) Attachmate (a) Security Interest Continental Bank (12/30/93)
USA	5,287,460	2/15/94	Olsen, Cavaness, Snyder	Bus Interface Circuit for Dual Personal Computer Architecture Peripheral Adapter Board	Attachmate
USA	5,951,647	9/14/99	Beah, Gunn, Baldwin	Method and System for Reconfiguring a Communications Stack	Attachmate

**AGREEMENT  
(Patent)**

THIS AGREEMENT (PATENT) (this "Agreement") dated as of September 22, 2000, is between ATTACHMATE CORPORATION, a Washington corporation ("Grantor"), and U.S. BANK NATIONAL ASSOCIATION, as agent for and representative of (in such capacity herein called "Secured Party") the financial institutions ("Lenders") party to the Credit Agreement (as hereinafter defined).

**WITNESSETH**

WHEREAS, pursuant to an Amended and Restated Credit Agreement dated as of June 12, 1998 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among Grantor, Lenders, ABN AMRO Bank N.V., as syndications agent, and Secured Party, Lenders have committed to extend certain credit facilities to Grantor;

WHEREAS, Grantor has executed and delivered a Security Agreement, dated as August 22, 1997 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the making extensions of credit under the Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Patent Collateral (as defined below) to secure all the Secured Obligations; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make the extension of credit to Grantor pursuant to the Credit Agreement, Grantor agrees with Secured Party as follows:

**1. Definitions**

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

**2. Grant of Security Interest**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, Grantor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in, for



its benefit and the benefit of each Lender, all of the following property (the "Patent Collateral") , whether now owned or hereafter acquired or existing:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Attachment I hereto;

(b) all patent licenses, including each patent license referred to in Attachment I hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Attachment I hereto, and for breach or enforcement of any patent license, including any patent license referred to in Attachment I hereto, and all rights corresponding thereto throughout the world.

### **3. Security Agreement**

This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Secured Party in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party for its benefit and the benefit of each Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

### **4. Release of Security Interest**

Upon payment in full of all Secured Obligations and the termination of all Commitments, Secured Party shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

### **5. Acknowledgment**

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**6. Loan Document, Etc.**

This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

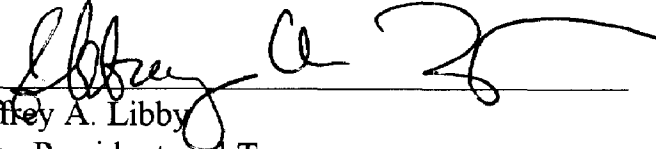
**7. Counterparts**

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

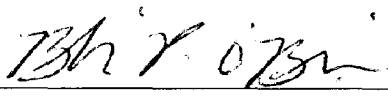
ATTACHMATE CORPORATION

By   
Jeffrey A. Libby  
Vice President and Treasurer

Notice Address:

3617 131st Place S.E.  
Bellevue, Washington 98006  
Attention: Jeffrey A. Libby and Geoffrey G. Revelle  
Facsimile No.: (425) 649-6353

U.S. BANK NATIONAL ASSOCIATION

By   
Blair O'Brien, Assistant Vice President

Notice Address:

1420 Fifth Avenue, 11th Floor  
Seattle, Washington 98101  
Attention: Western Washington Corporate Banking  
Facsimile No.: (206) 344-2887