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FORM PTO-1595 RE(	88181 (1818 Bille (1818 Bill 1881) (1888 HOL 1881)	SHEET	J.S. DEPARTMENT OF COMMERCE
(Rev_6-93) 3 4			Patent and Trademark Office
OMB No. 0651-0011 (Exp. 4/94)	01616771		
To the honorable Commissioner of Patents and	Trademarks: Please record th	ne attached origina	al documents or copy thereof.
Name of conveying party(ies):	3. Name and	l address of receiv	ring party(ies):
Evolve Software, Inc. 1400 65 <sup>th</sup> Street, Ste 100 Emeryville, CA 94608		Bank ort Parkway CA 95110	
2. Nature of Conveyance:			
☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☑ Other: Intellectual Property Security Agreement			
Execution Date: January 31, 2001			
Additional name(s) of conveying party(ies) attached? ☐ Yes ☑ No		me(s) & address(e	
			7001 ASS
4. Application number(s) or patent number(s):			
If this document is being filed together with a new appli	ication, the execution date of t	he application is:	CE 22
A. Patent Application No.(s)	B. Patent	No.(s):	ECEIVE FEB 22 MI BNHENI SERV
09/046,624			RECEIVED FEB 22 M D 24 GNHENT STRVICES BIVISION
Additiona	l numbers attached?   Yes	ĭ No ·	
5. Name and address of party to whom correspondence	e concerning 6. Total num	ber of application	s and patents involved: 1
document should be mailed:	7. Total Fee	(37 CFR 3.41):	\$40.00
April Piercey, CLA Cooley Godward LLP 5 Palo Alto Square	E Enclos ☐ Autho	sed rized to be charge	d to deposit account
3000 El Camino Real Palo Alto, CA 94306	8. Deposit ac (Attach dup	count number: 0 olicate copy of this p	3-3115. page if paying by deposit account)
02/22/2001 DBYRNE 00000138 09046624			408
01 FC:581 40.00 OP I	OO NOT USE THIS SPACE		400
To include the	oing information is true and	correct and any	attached copy is a true copy of the
original dolument of which		ebruary 21, 2001	Date
April M. Pierce	es including cover sheet, attachm	ents, and document	
Total number of pag	es including cover shoot, and		

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 31, 2001 by and between IMPERIAL BANK ("Bank") and EVOLVE SOFTWARE, INC., a Delaware corporation ("Grantor").

### RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein without definition shall have the same meanings given to them 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, the 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 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 in any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and

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> PATENT REEL: 011521 FRAME: 0419

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, or plans to register or file, an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Notwithstanding anything contained herein to the contrary, the grant of the security interest provided for herein shall not extend to, and the term "Intellectual Property Collateral" shall not include, any property rights or licenses to the extent that the grant of a security interest therein, or an assignment thereof, would be contrary to applicable law or is prohibited by or would constitute a default under any agreement or document governing such property (but only to the extent that such prohibition is enforceable under applicable law).

So long as no Event of Default has occurred, this Intellectual Property Security Agreement shall terminate and Bank shall release all of its interest in and to the Intellectual Property Collateral upon payment and performance in full by Borrower of its Obligations under the Loan Agreement.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the date written above.

### Address of Grantor:

1400 65<sup>th</sup> Street, Suite 100 Emeryville, CA 94608 Attn: Douglas Sinclair

### Address of Bank:

555 California Street, Suite 3160 San Francisco, CA 94104 Attn: Benjermin Colombo

226 Airport Parkway San Jose, CA 95110 Attn: Corporate Banking Center **GRANTOR:** 

**EVOLVE SOFTW** 

By: All Burks

Name: BOUG SINCLAIR
Title: CFO

**BANK:** 

IMPERIAL BANK

Ву:

Name: Banjamin Wombo

Title: Monage

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2.

### EXHIBIT A

## **COPYRIGHTS**

Description	Registration Number	Registration  Date
Computer program	TXu904225	April 8, 1999

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**PATENT** 

1.

### Ехнівіт В

## **PATENTS**

Description	Registration/ Application Number	Registration/ Application Date
1. Method and Apparatus for the Development of Dynamically Configurable Software Systems	09/046,624	03/23/98

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PATENT REEL: 011521 FRAME: 0422

# EXHIBIT C

# TRADEMARKS

Mark/ Serial/Registration No.	Jurisdiction	Int'i (Class(es)	Status	Registration/Application Date
EVOLVE	U.S.	6	Registered	REGISTERED July 27, 1999
Serial No. 75/002,384				Original Applicant: Cortez Software International, Inc. (DE);
Registration No. 2,265,216				Rights Transferred from Cortez Software International, Inc. (DE) to Evolve Software, Inc. (DE), recorded June 24, 1996 (Reel/Frame 1474/0736)
MISCELLANEOUS DESIGN	U.S.	6	Registered	REGISTERED August 10, 1999
X				
Serial No. 75/049,088 Registration No. 2,269,328				
EVOLVE and Design	Canada	N/A	Registered	REGISTERED February 21, 2000
X				
EVOLVE				
Serial No. 819,827 Registration No. TMA523,449				

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PATENT REEL: 011521 FRAME: 0423

Mark/ Serial/Registration No.	Jurisdiction	Int'l (Class(es)	Status	Registration/Application Date
EVOLVE and Design	Mexico	6	Registered	REGISTERED October 3, 1996
EVOLVE	,			
Serial No. 275889 Reg. No. 536,864				
EVOLVE and Design	Japan	6	Pending	FILED August 7, 1996
EVOLVE				
Serial No. 08-088847				
EVOLVE and Design	EC	6	Registered	REGISTERED August 9, 1996
EVOLVE				
327312				
EVOLVE and Design	Brazil	Local Class 9.40	Registered	REGISTERED April 27, 1999
EVOLVE				
Registration No. 819484660	0			

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Mark/	Jurisdiction	Int'l (Class(es)	Status	Registration/Application Date
	118	0	Registered	REGISTERED July 25, 2000
SERVICESPHERE	ė.	`		
Serial No. 75/471,640				
egistration No. 2,371,553				
CEDVICESPHERE	Canada	V/V	Pending	FILED October 21, 1998
0 1 No 804100				Published August 17, 2000
Serial No. 674100				Response filed August 2, 2000
SERVICESPHERE	EC	6	Registered	REGISTERED April 7, 2000
Registration No. 971556				
SERVICESPHERE	Japan	6	Registered	REGISTERED December 3, 1999
Serial No. 10-90640				
Registration No. 4341089				
SERVICESPHERE and Design	U.S.	6	Registered	REGISTERED July 4, 2000
Serial No. 75/526,346				
Registration No. 2,365,202				
CEDVICESPHERE	Canada	A/N	Pending	FILED January 26, 1999
and Design				Published August 18, 2000
Serial No. 1003261		·		Response filed August 2, 2000
SERVICESPHERE	EC	6	Registered	REGISTERED May 25, 2000
12000 No. 001060821				
SERVICESPHERE	Japan	6	Registered	REGISTERED March 31, 2000
and Design				
Serial No. 11-6549				
Registration No. 4372728				EH ED May 11 1999
SERVICES.COM	U.S.	<u> </u>	renumb	Dublished Angust 22 2000
Serial No. 75/702,573				Response filed April 28, 2000
			-	VVVV 71.
SERVICES.COM & DESIGN	U.S.	35, 36 and 42	Pending	FILED January 14, 2000
Serial No. 75/896,930				

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Mark		Int'1		
Serial/Registration No.	Jurisdiction	(Class(es)	Status	Registration/Application Date
RAPIDCONNECT	U.S.			
SERVICESITE	U.S.	6		
SERVICESXML	U.S.	6	Pending	Filed September 8, 2000
Serial No. 76/124,521				
SXML	U.S.	6	Pending	Filed September 13, 2000
Serial No. 76/127,535				

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PATENT
RECORDED: 02/22/2001 REEL: 011521 FRAME: 0426