


**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

**To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof:**

<p>1. Name of conveying party(ies):</p> <p><b>Mentor Technologies Group, Inc.</b></p>	<p>2. Name and address of receiving party(ies):</p> <p><b>Sand Hill Capital II, LP 3000 Sand Hill Road Building 2, Suite 110 Menlo Park, CA 94025</b></p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment  <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement (UCC Financing Statement)  <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other:</p> <p>Recordation Date(s): <b>11/14/2000</b></p> <p>1st (sole) Inventor:  2nd Inventor:  3rd Inventor:  4th Inventor:</p>	<p>4. Application number(s) or patent number(s):  If this document is being filed together with a new application, the execution date(s) of the application is(are):</p> <p>1st (sole) Inventor:  2nd Inventor:  3rd Inventor:  4th Inventor:</p> <p>A. Patent Application No.(s): <b>09/365,243</b></p> <p>B. Patent No.(s):</p>

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p><b>John Campa</b>  <b>NIXON PEABODY LLP</b>  <b>Clinton Square</b>  <b>P.O. Box 31051</b>  <b>Rochester, New York 14603-1051</b></p>	<p>6. Total number of applications and patents involved: <b>1</b></p>
	<p>7. Total fee (37 CFR 3.41): <b>\$40.00</b></p> <p><input type="checkbox"/> Previously paid (see original transmittal)</p> <p><input type="checkbox"/> A check in the amount of <b>\$40.00</b> is enclosed.</p>
	<p>8. Deposit Account Number: 14-1138</p> <p><input checked="" type="checkbox"/> Charge total fee to account.</p> <p><input type="checkbox"/> Charge any additional fees to account.</p>
<p>DO NOT USE THIS SPACE</p>	
<p>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> <p>Date: April 2, 2002</p> <p><b>John Campa</b>           Registration No. 49,014</p> <p>[Total number of pages including cover sheet, attachments and document: 5]</p>	

MD-SOS

STATE OF MARYLAND USE OF FILING OFFICE  
DEPT OF ASSESSMENTS AND TAXATION  
CUST ID:0000515021  
WORK ORDER:0000382121  
DATE:11-14-2000 02:39 PM  
AMT. PAID:4903.00

**FINANCING STATEMENT -- FOLLOW INSTRUCTIONS CAREFULLY**

The Financing Statement is prepared for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional) B. FILING OFFICE ACCT. # (optional)

**D. RETURN COPY TO: (Name and Mailing Address)**

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IN THE FINANCING RECORDS OF THE MD. ST.  
DEPARTMENT OF ASSESSMENTS AND TAXATION.  
WO # 0000382121 FIL # 100024348000000  
ORIGINAL LTEN NUMBER: 0000000101005189  
LIBER: U00135 FOLIO: 1822 PAGES: 0003  
RECORDING FEE: 20.00  
RECORDATION TAX: 623.00  
EXPEDITED FEE: 50.00

D. OPTIONAL DESIGNATION of applicant:  LESSOR/LESSEE  CONSIGNOR/C

**1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)** MD-SOS

1a. ENTITY'S NAME  
MENTOR TECHNOLOGIES GROUP, INC.

OR  
1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS  
133 NATIONAL BUSINESS PARKWAY CITY ANNAPOLIS JUNCTION STATE MD COUNTRY USA POSTAL CODE 20701

1d. U.S. OR TAX I.D.# OPTIONAL ADDTN. INFO RE ENTITY DEBTOR 1e. TYPE OF ENTITY Corp. 1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION MD 1g. ENTITY'S ORGANIZATIONAL I.D.#, if any NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)**

2a. ENTITY'S NAME

OR  
2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE COUNTRY POSTAL CODE

2d. U.S. OR TAX I.D.# OPTIONAL ADDTN. INFO RE ENTITY DEBTOR 2e. TYPE OF ENTITY 2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION 2g. ENTITY'S ORGANIZATIONAL I.D.#, if any NONE

**3. SECURED PARTY'S (ORIGINAL S/P OR ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)**

3a. ENTITY'S NAME  
SAND HILL CAPITAL II, LP

OR  
3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE COUNTRY POSTAL CODE  
3000 SAND HILL ROAD, BUILDING 2, SUITE 110 MENLO PARK CA USA 94025

4. The FINANCING STATEMENT covers the following type(s) or name(s) of property:  
Debtor hereby grants Secured Party a security interest in all of the following, whether now owned or hereafter acquired, and wherever located, as collateral for the payment and performance of all present and future indebtedness, liabilities, guarantees and obligations of Debtor to Secured Party: All "accounts," "general intangibles," "chattel paper," "documents," "letters of credit," "instruments," "deposit accounts," "inventory," "fixtures," "equipment," "investment property," "securities", "financial assets", "securities accounts", and "security entitlements" as such terms are defined in the California Uniform Commercial Code in effect on the date hereof, and all other types or items of property described on Exhibit A hereto (but this Financing Statement shall be fully effective notwithstanding any lack of any Exhibit A)

The taxable debt for this transaction is \$88,830.00. A.A. Co. Tax Rate 3/07623-1

Check  This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest...  
7. Is filed in Florida (check only)  Documentary  Documentary  
8. The FINANCING STATEMENT is to be filed with records...  
9. Check to REQUEST SEARCH CERTIFICATE on Debtor(s) (OPTIONAL FEE)  All Debtors  Debtor 1  Debtor 2

(1) FILING OFFICER COPY- NATIONAL FINANCING STATEMENT (FORM UCC1XTRANS) (REV. 12/1995) LEXIS Document Services

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EXHIBIT A TO UCC-1 FINANCING STATEMENT

All right, title and interest of Debtor in and to the following, whether now owned or hereafter arising or acquired and wherever located.

- (a) All Accounts;
- (b) All Inventory;
- (c) All Equipment;
- (d) All General Intangibles (including without limitation all Intellectual Property and Deposit Accounts);
- (e) All Investment Property;
- (f) All Other Property; and
- (g) Any and all claims, rights and interests in any of the above, and all guaranties and security for any of the above, and all substitutions and replacements for, additions, accretions, attachments, accessories, and improvements to, and proceeds and insurance proceeds of, any of the above, and all Debtor's books relating to any of the above.

As used in this Exhibit, the following terms have the following meanings:

"Accounts" means "accounts" as defined in the California Uniform Commercial Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all accounts receivable and other sums owing to Debtor.

"Deposit Accounts" means "deposit accounts" as defined in the California Uniform Commercial Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all general and special bank accounts, demand accounts, checking accounts, savings accounts and certificates of deposit.

"Equipment" means "equipment" as defined in the California Uniform Commercial Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing.

"General Intangibles" means "general intangibles" as defined in the California Uniform Commercial Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all Intellectual Property, Deposit Accounts, royalties, contract rights, goodwill, franchise agreements, purchase orders, customer lists, route lists, telephone numbers, domain names, claims, income tax refunds, security and other deposits, options to purchase or sell real or personal property, rights in all litigation presently or hereafter pending (whether in contract, tort or otherwise), insurance policies (including without limitation key man, property damage, and business interruption insurance), payments of insurance and rights to payment of any kind.

"Intellectual Property" means all (a) copyrights, copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, (b) trade secret rights, including all rights to unpatented inventions and

know-how, and confidential information; (c) mask work or similar rights available for the protection of semiconductor chips; (d) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same; (e) trademarks, servicemarks, trade styles, and trade names, whether or not any of the foregoing are registered, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by any such trademarks; (f) computer software and computer software products; (g) designs and design rights; (h) technology; (i) all claims for damages by way of past, present and future infringement of any of the rights included above; (j) all licenses or other rights to use any property or rights of a type described above.

"Inventory" means "inventory" as defined in the California Uniform Commercial Code in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products, including without limitation such inventory as is temporarily out of Debtor's custody or possession or in transit and including any returned goods and any documents of title representing any of the above.

"Investment Property" means all investment property, securities, stocks, bonds, debentures, debt securities, partnership interests, limited liability company interests, options, security entitlements, securities accounts, commodity contracts, commodity accounts, and all financial assets held in any securities account or otherwise, wherever located, and all other securities of every kind, whether certificated or uncertificated.

"Other Property" means the following as defined in the California Uniform Commercial Code in effect on the date hereof with such additions to such terms as may hereafter be made, and all rights relating thereto: "documents", "instruments", "chattel paper", "letters of credit", "fixtures", and "money".

6-09-00