

02-25-2002



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

1. Name of conveying party(ies): DemandTec, Inc.	2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: Loan Documentation HA155
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
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 _____	Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054
Execution Date: 10/23/2001	Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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) 09/741,958 09/888,340 09/742,472 09/849,621 09/741,956 09/849,616 09/741,957 09/849,448 09/741,959 09/849,783 09/849,168	B. Patent No.(s)
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HA155 Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054	6. Total number of applications and patents involved: <u>11</u> 7. Total fee (37 CFR 3.41): \$440.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)
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9. Statement and signature. <i>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.</i> Romil Randhawa Name of Person Signing Signature 11/02/01 Date Total number of pages comprising cover sheet: 7	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 23, 2001 by and between SILICON VALLEY BANK ("Bank") and DemandTec, Inc. ("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 October 23, 2001 (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, Patents, and Mask Works 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, 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

GRANTOR:

Address of Grantor:

50 First Street
San Francisco, CA 94105

Attn: MARK A. CULHANE

DemandTec, Inc.

By: Mark A Culhane
Title: EVP & CFO

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Christopher Wagner

SILICON VALLEY BANK

By: [Signature]
Title: SVP

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EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

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EXHIBIT B

Patents

<u>Description</u>	(see attached list)	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>Docket #</u>			
DT 0001		09/741,956	12/20/00
DT 0002		09/742,472	12/20/00
DT 0003		09/741,956	12/20/00
DT 0004		09/741,957	12/20/00
DT 0005		09/741,959	12/20/00
DT 0101		09/849,168	05/04/01
DT 0102		09/849,621	05/05/01
DT 0103		09/849,616	05/04/01
DT 0104		09/849,448	05/04/01
DT 0105		09/849,783	05/05/01
DT 0106		09/888,340	06/22/01

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EXHIBIT C

Trademarks

<u>Description</u> (see attached list) <u>Trademark Applications</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DEMANDTEC LOGO	76200571	01/26/01
DEMANDTEC	76200307	01/26/01
PROFIT AT THE CENTER	76217565	02/27/01

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A