

09-13-2002

FORM PTO-1595

1-31-92



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102221004

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

1. Name of conveying party(ies):

SAND HILL CAPITAL II, L.P.
SAND HILL CAPITAL II Q, L.P.
SAND HILL CAPITAL, LLC

9-4-02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: June 30, 2002

2. Name and address of receiving party(ies):

Name: FB COMMERCIAL FINANCE, INC.
Address: 11901 OLIVE BOULEVARD
City: ST. LOUIS State: MO Zip: 63141Additional name(s) & address(es) attached? ☐ Yes ☒ 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)

09/151,748

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
4365 Executive Drive, Suite 1100
San Diego, CA 92121-2133

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41) \$ 40.00

☒ Enclosed

8. Deposit account number:

Please debit any underpayment or credit any overpayment to the above deposit account.

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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.

Erin O'Brien

Name of Person Signing

Signature

September 4, 2002

Date

Total number of pages comprising cover sheet: [5]

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

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1191271-900006PATENT
REEL: 013272 FRAME: 0294

PATENT SECURITY AGREEMENT

WHEREAS, SAND HILL CAPITAL II, L.P., a Delaware limited partnership, SAND HILL CAPITAL II Q, L.P., a Delaware limited partnership, or SAND HILL CAPITAL, LLC, a California limited liability company (hereinafter each individually, a "Grantor" and collectively, the "Grantors") owns the Patents and Patent applications listed on Schedule 1 annexed hereto, and is a party to the Patent licenses listed on Schedule 1 annexed hereto, or is the holder of a security interest in such Patents, Patent applications or Patent licenses; and

WHEREAS, Grantors entered into a Second Amended and Restated Warehousing Credit Agreement dated as of June 30, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with FB COMMERCIAL FINANCE, INC., a Missouri corporation ("Lender"), providing for extensions of credit and other financial accommodations to be made to Grantors by Lender; and

WHEREAS, pursuant to the terms of an Amended and Restated General Security Agreement dated as of June 30, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Borrowers and Lender ("Grantee"), each Grantor has granted to Grantee a security interest in substantially all the assets of such Grantor including all right, title and interest (including, without limitation, as the holder of a security interest) of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), Patent applications, and Patent licenses listed on Schedule I annexed hereto, Patent Licenses (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest (including, without limitation, any interest which is a security interest held by Grantor in the following hereinafter described property) in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof;
- (2) each Patent License and each Patent license listed on Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 annexed hereto, any Patent issued pursuant to a Patent applications referred to in Schedule 1 and any Patent licensed under any Patent license or Patent license listed on Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provision of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantors have caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30th day of June, 2002.

GRANTORS

SAND HILL CAPITAL II, L.P.

a Delaware limited partnership

By: Sand Hill Capital Management L.L.C.
Its General Partner

By: Sand Hill Capital Holdings, Inc.
Its Managing Member

By: 

William J. Del Biaggio
Chief Executive Officer

SAND HILL CAPITAL II Q, L.P.

a Delaware limited partnership

By: Sand Hill Capital Management L.L.C.
Its General Partner

By: Sand Hill Capital Holdings, Inc.
Its Managing Member

By: 

William J. Del Biaggio
Chief Executive Officer

SAND HILL CAPITAL, LLC

a California limited liability company

By: 

William J. Del Biaggio
Chief Executive Officer

SAND HILL CAPITAL HOLDINGS, INC.

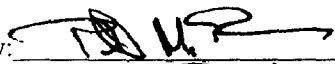
a California limited liability company

By: 

William J. Del Biaggio
Chief Executive Officer

Acknowledged:

FB COMMERCIAL FINANCE, INC.

By: 
Printed Name: Philip M. Lyles
Title: SVP

SCHEDULE I

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Distributed Metadata System and Method	09/151,748	