

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
EFFECTIVE DATE:	06/29/2006
CONVEYING PARTY DATA	
Name	Execution Date
RAPT INC	06/29/2006
RECEIVING PARTY DATA	
Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2420 Sand Hill Road, Suite 101
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	09823846
Application Number:	09839314
Application Number:	10146194
Application Number:	09887539
Application Number:	09887545
Application Number:	09942249
Application Number:	10145290
Application Number:	10304467
Application Number:	11317350
CORRESPONDENCE DATA	
Fax Number:	(650)833-2001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.	
Phone:	650-833-2055
Email:	susan.pingue@dlapiper.com

CH \$360.00 09823846

Correspondent Name:	DLA PIPER RUDNICK GRAY CARY U SLLP
Address Line 1:	2000 University Avenue
Address Line 4:	East Palo Alto, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER:	361496-000002
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NAME OF SUBMITTER:	Timothy W. Lohse
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TRIPLEPOINT
CAPITAL

ORIGINAL

PLAIN ENGLISH COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS

This is a Plain English Collateral Grant of Security Interest of Patents and Trademarks dated June 29, 2006 by and between TriplePoint Capital LLC, a Delaware company and Rapt Inc. a California corporation.

The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the Grantor, which is Rapt Inc., and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and Rapt Inc.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated June 29, 2006 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for patents or trademarks.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Patent Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and patent applications and specifically those listed on the attached **Schedule A**, as the same may be amended to include any patents acquired and patent applications filed and made a part of, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications and specifically those listed on **Schedule B** attached and made a part of as the same may be amended to include any trademarks acquired and trademark applications acquired, and all registrations and renewals of;
- ⇒ all Proceeds.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. The Loan Agreement is incorporated by reference in this Agreement as though set forth in full and all the capitalized words and other terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. AUTHORIZATION

You authorize and request that the Commissioner of Patents and Trademarks record this Agreement and the interests granted in this Agreement.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect or give priority to Our lien on the Patent Collateral. You will from time to time obtain any instruments or documents as we may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us. In addition, and for such purposes only, You hereby authorize Us to execute and deliver on Your behalf and to file such financing statements, and other documents required to perfect Our security interest without your signature either in Our name or in Our name as agent and attorney-in-fact for You. The Parties agree that a carbon, facsimile, photographic or other reproduction of this Agreement shall be sufficient as a financing statement and may be filed in any appropriate office in lieu thereof.

5. OUR RIGHT TO SUE

From and after an event of default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce the Patents and Trademarks. If We commence any such suit, You shall, at the Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

6. MODIFICATION AND TERMINATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. This Agreement and the security interest granted to Us herein shall terminate upon full, final and indefeasible payment of all the principal, interest, fees, costs or other amounts owed by You to Us under Loan Agreement. Upon termination of the security interest granted to Us hereunder, We shall promptly execute and deliver to You a release of Our security interests granted hereunder in a form that is recordable at the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

7. BINDING EFFECT

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

8. GOVERNING LAW

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: RAPT INC.

Signature: 

Print Name: Russell N. Hodes

Title: CFO

SCHEDULE A

To Collateral Grant of Security Interest in Patents and Trademarks Between Rapt Inc., as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
Method and apparatus for multivariate allocation of resources	January 28, 2004	US/6,684,193

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Resource Plan Analysis Under Uncertainty (Risk Analysis)	March 30, 2001	09/823,846
Platform for Real-Time Decision Intelligence (Rapt.net)	April 17, 2001	09/839,314
Method for Computing Price Index of Products with Changing Features	October 4, 2001	10/146194
Method and Apparatus for Estimation of Mean Production for Assemble-to-Order Manufacturing	June 21, 2001	09/887,539
Method and Apparatus for Estimation of Erosion Costs for Assemble-to-Order Manufacturing	June 21, 2001	09/887,545
Method and Apparatus for Estimation of Component Gating and Shortage Risk in Assemble-to-Order Manufacturing	August 29, 2001	09/942,249
Method and Apparatus for Creating Price Indices	May 14, 2002	10/145,290
Method and Apparatus for Utility Pricing Analysis	November 26, 2002	10/304,467
A Method, Apparatus and Computer Program for Producing Optimized Prices for Products for Sale	December 23, 2005	11/317,350

PATENT LICENSES

Name	Licensors	Licensee	Patent Number
None			

SCHEDULE B

To Collateral Grant of Security Interest in Patents and Trademarks Between Rapt Inc., as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name		Date Filed or Issued	Registration Number	Status
RAPT		April 30, 2002	2,565,524	Registered
DESIGN (SWINGING MAN)		July 29, 2003	2,742,979	Registered

TRADEMARK APPLICATIONS

Name		Date Filed	Serial Number	Status
None				

TRADEMARK LICENSES

Name		Licensor	Licensee	Number
None				