



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 11, 1999 by and between SILICON VALLEY BANK ("Bank") and NETMIND TECHNOLOGIES, INC., a California corporation ("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 of even date herewith (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 and Patents 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, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby agrees as follows:

### AGREEMENT

To secure its Obligations to Bank 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 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 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.

Address of Grantor:

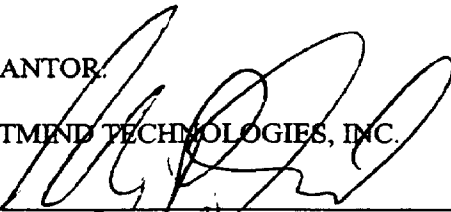
1885 South Winchester Blvd. 1st Floor  
Campbell, CA 95008  
Attn: Chief Financial Officer

GRANTOR:

NETMIND TECHNOLOGIES, INC.

By:

Title:

  
President and CEO

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054  
Attn: Scott Wiebe

BANK:

SILICON VALLEY BANK

By:

Title:

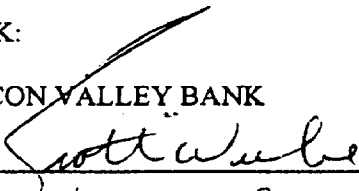
  
VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/  
Application Number

Registration/  
Application Date

Not Applicable

EXHIBIT B

Patents

Description

Registration/  
Application Number

Registration/  
Application Date

Change-Detection Tool Indicating degree and location of change of internet documents by comparison of cyclic-redundancy-check (CRC) signatures

Patent No.  
5,898,836

Date of Patent:  
April 27, 1999

Pending Applications:

App. No.

Date of Application:

A Spreadsheet User-Interface for an Internet-Document Change-Detection Tool

08/823,761

March 25, 1997

Distributed-Client Change-Detection Tool With Change Detection Augmented by Multiple Clients

08/846,966

July 18, 1997

Unique-Change Detection of Dynamic Web Pages Using History Tables of Signatures

09/081,991

May 20, 1998

EXHIBIT C

Trademarks

Description

Registration/  
Application Number

Registration/  
Application Date

Searches in Process:

WetMind Technologies

Mind-it

75-529-511

8/3/98

Enterprise Minder

Change Detection Technology

PA913040.2  
1190989-900000

RECORDED: 08/31/1999

TRADEMARK  
REEL: 001961 FRAME: 0580