

06-24-2004

FORM PTO-1594

F

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

Patent and Trademark Office

OMB No. 0651-0027 (exp. 05/31/2002)



102775870

To the Honorable Commissione

and trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Arena Solutions, Inc.** *6.22-04*

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State DE  
 Other

2. Name and address of receiving party(ies):  
Name: **Silicon Valley Bank**  
Internal Address: HA155  
Street Address: 3003 Tasman Drive

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

City: Santa Clara                      State: CA                      ZIP: 95054

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State-Delaware  
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
Additional name(s) & address(es) attached?  Yes  No

Execution Date: 5-28-04

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
**76/048723**  
~~76/048724~~  
~~76/048274~~  
~~76/162609~~

B. Trademark No.(s)

PR/FINANCE JUN 22 AM 7:47

Additional numbers attached?  Yes  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 registrations involved: 4

7. Total fee (37 CFR 3.41): \$115.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

06/23/2004 NSETACHE 00000004 76048723

01 FE:0521                      40.00 OP  
02 FE:0522                      75.00 OP

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.

*Maibei Arteaga*  
Name of Person Signing

*Maibei Arteaga*  
Signature

*6/18/04*  
Date

*Margaret Fujji*

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK  
REEL: 002997 FRAME: 0517

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 28, 2004 by and between SILICON VALLEY BANK ("Bank") and ARENA SOLUTIONS, 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, 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 are subject to the terms of 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. It being understood that Bank's rights and remedies hereunder are subject to Section 9.8 of the Loan Agreement.

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:

120 Constitution Drive  
Menlo Park, CA 94025

Attn: \_\_\_\_\_

ARENA SOLUTIONS, INC.

By: 

Title: CEO

BANK:

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

SILICON VALLEY BANK

By: 

Title: VP / CM

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number \_\_\_\_\_

Registration/  
Application  
Date \_\_\_\_\_

## EXHIBIT B

### Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and Method for Managing Data in Multiple Bills of Material over a Network	09/832,753	4/10/2001
Method, Apparatus, and Product to Associate Computer Aided Design Data and Bill Of Materials Data	10/120,897	4/10/2002
System and Method For Access Control and for Supply Chain Management via a Shared Bill Of Material	10/120,898	4/10/2002
System and Method for Managing Data in Multiple Bills of Material over a Network	10/280,123	October 24, 2002
System and Method for Utilizing Multiple Bills of Material from Multiple Companies Stored in a Single Namespace	60/210,935	June 12, 2000
Computer Aided Design and Bill of Materials Interface	60/283,077	April 10, 2001
Access Control System for Supply Chain Management	60/283,061	April 10, 2001
System and Method for Vendor performance Tracking	60/206,221	May 22, 2000

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
MYBOM	76/048723 ✓	7/30/2002
OPENSPEC	76/048724 ✓	7/30/2002
CD-BOM	76/048274 ✓	7/30/2002
BOMWORKS	76/162609	7/30/2002

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date