

56-21-8

08-16-2005

FORM PTO-1594

RE



U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

Patent and Trademark Office

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

103062830

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

1. Name of conveying party(ies):
Docusign, Inc.

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

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

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

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

OFFICE OF PATENT & TRADEMARKS
2005 AUG 12 11:00:36
FINANCE SECTION

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 6/28/05

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

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

A. Trademark Application No.(s) 78/339099	B. Trademark No.(s) 2845169
78/339106	2523245
78/503325	

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: 5

7. Total fee (37 CFR 3.41): \$140.00
 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

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.

08/15/2005 DBYRNE 00000121 78339099

01 FC:4521
02 FC:4522
Inibel Higareda
Name of Person Signing

40.00 OP
100.00 OP

Yanibel Higareda
Signature

8/4/05
Date

Tracy Walton

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

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

Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003207 FRAME: 0582

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June ~~28~~, 2005 by and between SILICON VALLEY BANK ("Bank") and DOCUSIGN, 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 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 its intellectual property assets (the "Intellectual Property Collateral") 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:

DOCUSIGN, INC.

By: 

Title: CEO

BANK:

SILICON VALLEY BANK

By: 

Title: Relationship Manager

EXHIBIT A

Copyrights

Title of Copyright

Registration
Number

Registration
Date

SUMMARY OF COPYRIGHTS

Copyright	Registration No.	Registration Date
DocuTouch Computer Program	TX 5-469-386	18 Jul 2001
DocuPDA Computer Program	TX 5-469-387	18 Jul 2001
DocuPhone Computer Program	TX 5-469-388	18 Jul 2001
DocuSign Computer Program	TX 5-469-389	18 Jul 2001
Store Computer Program	TX 5-469-390	18 Jul 2001
DocuTouch Japan	TX 5-445-941	13 Aug 2001

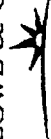


EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

DOCUSIGN, INC.
INTELLECTUAL PROPERTY SUMMARY REPORT
 Updated: March 7, 2005

CONFIDENTIAL —
 ATTORNEY-CLIENT
 COMMUNICATION

PATENTS—UNITED STATES—ISSUED

Patent No.	Issue Date	Expiration Date	Current Status	Class
6,289,460	11 Sep 2001	11 Sep 2004 to 11 Mar 2005— 3.5 Maintenance fee due		1003

PATENTS—UNITED STATES—PENDING

Patent No.	App. No.	App. Date	Current Status	Class
1004	09/705964	3 Nov 2000	Response to Final Office action filed 16 Feb 2005. Awaiting response.	
1006	09/907723	17 Jul 2001	13 Jan 2005 Non Final Office Action mailed. Response due 13 Apr 2005	
1008	09/907732	17 Jul 2001	Response to Office action filed 16 Feb 2005. Awaiting response.	
1010	10/749,814	30 Dec 2003	Awaiting examination by Patent Office. Awaiting Assignment from inventors.	

BLACK LOWE & GRAHAM P.L.L.C.

701 Fifth Avenue, Suite 4800
 Seattle, Washington 98104
 206.381.3300 • F: 206.381.3301

Description

Trademarks

EXHIBIT C

Registration/
Application
Number

Registration/
Application
Date

DOCUSIGN, INC.
INTELLECTUAL PROPERTY SUMMARY REPORT
 Updated: March 7, 2005

CONFIDENTIAL—
ATTORNEY-CLIENT
COMMUNICATION

PATENTS—FOREIGN—PENDING

INVENTION	CLASSIFICATION	SPR. NO.	FILED	EXAMINATION	STATUS	FILE NO.
DOCUMENT MANAGEMENT SYSTEM (SIDE X)	EPO	96188.7	12 Apr 2002	10 Apr 2005 Response to Examination Report due		1002
		2384944	13 Mar 2002	29 Mar 2005 Maintenance fee due		1004
		2001-524297	31 Oct 2000	13 Sept 2005 request exam and 5 th year maintenance fee due		1005
		2001-038965	15 Feb 2001	Awaiting status confirmation from foreign associate		1008
DIGITAL SIGNATURE SYSTEM AND METHOD (DOCUSIGN)	Japan					

TRADEMARKS—UNITED STATES—REGISTERED

MARK	REG. NO.	REGISTERED	FILED	STATUS	FILE NO.
DOCUSIGN (Class 9)	2,845,169	25 May 2004			1001
DOCUTOUCH	2,523,245	25 Dec 2001			1005

TRADEMARKS—UNITED STATES—PENDING

MARK	REG. NO.	REGISTERED	FILED	STATUS	FILE NO.
DOCUSIGN (Class 42)	78/339099	10 Dec 2003	18 Jan 2005 Published for Opposition		1002
STCK-ETABS	78/339106	10 Dec 2003	1 Feb 2005 Published for Opposition		1003
THE FASTEST WAY TO GET A SIGNATURE	78/503,325	20 Oct 2004	Awaiting Examination		1004

BLACK LOWE & GRAHAM ^{PLC}

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 Seattle, Washington 98104
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Description

Mask Works

EXHIBIT D

Registration/
Application/
Number

Registration/
Application/
Date