

MRP 5-24-99
5-24-99

05-27-1999



FORM PTO-1594
(Rev 5-93)

RECORDATIC
TRAD.

101048336

DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
 CERULEAN TECHNOLOGY, INC.
 Individual(s) citizenship:
 Association:
 General Partnership:
 Limited Partnership:
 Corporation - State: DELAWARE
 Other:
 Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of Conveyance:
 [] Assignment [] Merger
 [X] Security Agreement [] Change of Name
 [] Other

Execution Date: May 17, 1999

2. Name and address of receiving party(ies):
 Name: IMPERIAL BANK
 Address: 226 AIRPORT PARKWAY
 City: SAN JOSE State: CA Zip: 95110

Individual(s) citizenship:
 Association:
 General Partnership:
 Limited Partnership:
 Corporation - State:
 Other: a California chartered bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? [] Yes [x] No

4. Application number(s) or trademark number(s):
 A. Trademark Application No.(s)
 75/618,535 75/646032
 75/618,318 75/488,841
 75/453,112 75/412,542
 75/412,397 75/412,160
 75/412,159 75/412,159
 75/040,617

Additional numbers attached? [] Yes [X] No

B. Trademark Registration No.(s)
 2,138,480 2,174,356

RECORDED
MAY 24 1999
ASSIGNMENT DIVISION

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Erin O'Brien
 Internal Address: GRAY CARY WARE & FREIDENRICH
 401 B Street, Suite 1700
 San Diego, California 92101-4297

6 Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41) \$ 340.00
 [] Enclosed
 [X] Authorized to be charged to deposit account

8. Deposit account number: 07-1907

(Attach duplicate copy of this page if paying by deposit account)

(05-20-1999 / Serial: 0000007 071007 75618535
 02 07442 000.00 15

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.

Erin O'Brien *Erin O'Brien* May 21, 1999
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:
 U.S. Patent and Trademark Office, Office of Public Records
 1213 Jefferson Davis Highway, 3rd Floor
 Arlington, VA 22202

SD\1280730.1
1090371-915900

TRADEMARK
REEL: 001903 FRAME: 0344

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 17, 1999 by and between IMPERIAL BANK ("Bank") and CERULEAN TECHNOLOGY, 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 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).

B. 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.

C. 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 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.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

Cerulean Technology, Inc.
300 Nickerson Road
Marlborough, MA 01752

Attn: Chief Financial Officer

CERULEAN TECHNOLOGY, INC.

By: Thomas A. Holke
Title: VP Finance

BANK:

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

IMPERIAL BANK

By: William Sweeney
Title: First Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Cerulean Technology, Inc.'s Packet Cluster® software is the leading wireless mobile software application for public safety agencies. It supports Windows 95, 98, and NT clients and includes in-vehicle, bi-directional, real-time access to federal, state and local law enforcement databases. The Packet Cluster software is Y2K compliant and allows unsurpassed flexibility and scalability.	Not known yet.	Mail to copyright office 05/14/99.

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Method for encoding and transporting database objects over bandwidth constrained networks.	09/174,280	10/16/98

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MOBILEFUSION	75/618,535	1/11/99
MOBILEFUSION (DESIGN)	75/646032	2/22/99
INFORMATION FOR A WIRELESS WORLD	75/618,318	1/11/99
PACKETWRITER	75/488,841	5/21/98
PACKETCLUSTER PATROL	75/453,112	3/19/98
CLOUDSERVER	75/412,542	12/30/97
PACKETCLUSTER	75/412,397	12/30/97
SMARTROAM	75/412,160	12/30/97
SAFESTOP	75/412,159	12/30/97
CLUSTERLINK	75/412,102	12/30/97
CERULEAN	2,138,480	2/24/98
DESIGN ONLY	2,174,356	7/21/98
CERULEAN TECHNOLOGY	75/040,617	1/5/96