

07-20-2000

FORM PTO-1594
(Rev. 6-93)



EET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents

101409604

original documents or copy thereof.

1. Name of conveying party(ies):
Resonate, Inc.
385 Moffett Park Drive
Sunnyvale, CA 94089

*MKB
6-22-00*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: California
 Other _____
Additional name(s) of conveying party(ies) attached? Yes
 No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: Intellectual Property Security Agreement

Execution Date: June 5, 2000

2. Name and address of receiving party(ies):
Name: Venture Banking Group, a division of Cupertino National Bank & Trust

Internal Address: _____
Street Address: 3 Palo Alto Square, Suite 150
City: Palo Alto State: CA ZIP: 94036

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other: Bank

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/784,091; 75/673,175; 75/733,983

B. Trademark Registration No.(s)
2,223,328; 2,127,758; 2,181,340

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cooley Godward LLP

Internal Address: Attn: April M. Piercey, CLA

Street Address: 5 Palo Alto Square

City: Palo Alto State: CA ZIP 94306

6. Total number of applications and registration involved: 6

7. Total fee (37 CFR 3.41):..... \$165.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 03-3115
(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.

April M. Piercey

April M. Piercey

June 21, 2000
Date

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

07/19/2000 ASCOIT 00000112 75784091

01 FC:481 40.00 OP
02 FC:482 125.00 OP

Documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

07/19/2000 ASCOIT 00000112 75784091

02 FC:482 v1/HN
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TRADEMARK
REEL: 002105 FRAME: 0835

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 5, 2000 by and between RESONATE INC., a California corporation ("*Grantor*") and VENTURE BANKING GROUP, A DIVISION OF CUPERTINO NATIONAL BANK & TRUST ("*Bank*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "*Loans*") in the amounts, in the manner and on the terms and conditions as set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank and Borrower dated as of June 5, 2000 (as the same may be amended, modified or supplemented from time to time, 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 Agent for the benefit of Banks 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.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Borrower and Bank hereby agree as follows:

1. As used herein, the following terms shall have the following definitions:

"*Copyrights*" means copyright rights, copyright applications, copyright registration and like protection in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret.

"*Patents*" means patents, patent applications and like protections, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications.

"*Trademarks*" means trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks.

Other capitalized terms used herein without definition shall have the same meanings as set forth in the Loan Agreement.

2. 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 all of its Copyrights, Patents and Trademarks, whether now owned or hereafter acquired, arising or developed (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.

3. 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. No delay by Bank shall constitute a waiver, election or acquiescence by it. No waiver by Bank shall be effective unless made in a written document signed on behalf of Bank and then shall be effective only in the specific instance and for the specific purpose for which it was given.

4. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute but one and the same instrument.

5. This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Each of Grantor and Bank hereby submits to the exclusive jurisdiction of the state and Federal courts located in the County of Santa Clara, State of California. GRANTOR AND BANK EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed as of the date first written above.

Address of Grantor:

385 Moffett Park Drive
Sunnyvale, CA 94089

GRANTOR:

RESONATE INC.,
a California corporation

By:  _____

Title: _____

Address of Bank

3 Palo Alto Square, Suite 150
Palo Alto, California 94306

BANK:

**VENTURE BANKING GROUP, A DIVISION OF
CUPERTINO NATIONAL BANK & TRUST**

By:  _____

Title: _____

EXHIBIT A

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

COPYRIGHT DESCRIPTION	REGISTRATION NUMBER	DATE OF ISSUANCE
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None

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

COPYRIGHT DESCRIPTION	APPLICATION NUMBER	DATE OF FILING	DATE OF CREATION	FIRST DATE OF PUBLIC DISTRIBUTION
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None

SCHEDULE C - UNREGISTERED COPYRIGHTS
(Where No Copyright Application is Pending)

COPYRIGHT DESCRIPTION	DATE OF CREATION	FIRST DATE OF DISTRIBUTION	ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM ASSIGNOR)	DATE AND RECORDATION NUMBER OF ASSIGNMENT TO EACH ASSIGNOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM ASSIGNOR)
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Resonate routinely copyrights all printed materials, including materials located on its web site.

EXHIBIT B**PATENTS**

PATENT	PATENT APPLICATION	PATENT REGISTRATION	DATE	OWNER OF RECORD
World-Wide-Web Server with Delayed Resource-Binding for Resource-Based Load Balancing on a Distributed Resource multi-node network		5,774,660	6/30/98	Resonate Inc.
Client-Side RXP	Filed 6/98			Resonate Inc.
HTTP-SSL Persistence	Filed 9/99			Resonate Inc.
Minimum-Latency Routing	Filed 12/99			Resonate Inc.
Client-Side Scheduler Functions	Filed 3/99			Resonate Inc.

EXHIBIT C
TRADEMARKS

TRADEMARK	TRADEMARK APPLICATION	TRADEMARK REGISTRATION	DATE	OWNER OF RECORD
R	75/784,091		8/25/99	RESONATE INC.
KEEPING E-BUSINESS OPEN FOR BUSINESS	75/733,983		6/22/99	RESONATE INC.
EXECUTE WITH DISPATCH	75/673,175		4/1/99	RESONATE INC.
RESOURCE-BASED SCHEDULING		2,223,328	2/9/99	RESONATE INC.
RESONATE		2,127,758	1/6/98	RESONATE INC.
RESONATE DISPATCH		2,181,340	8/11/98	RESONATE INC.