

12-04-2001

FORM PTO-1594
(Rev 5-93)



EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Com

attached original documents or copy thereof.

101903861

10-22-01

1. Name of conveying party(ies):

WEBEX COMMUNICATIONS, 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 29, 2001

2. Name and address of receiving party(ies):

Name: COMERICA BANK-CALIFORNIA
Address: 55 ALMADEN BOULEVARD, 2ND FLOOR, MC4043
City: SAN JOSE CA Zip: 95113

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

(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)

78/024,756	78/009,522	78/009,513
75/863,423	75/723,978	75/640,785
75/640,771	75/605,470	75/605,467

B. Trademark Registration No.(s)

2,101,292

Additional numbers attached? [] Yes [x] No

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

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
4365 Executive Drive, Suite 1100
San Diego, CA 92121-2133

6 Total number of applications and registrations involved: 107

7. Total fee (37 CFR 3.41) \$265.00

[x] 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.

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

September 27, 2001
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

10/01/2001 6TON11 00000017 78024756

01 FC:481
02 FC:482

40.00 OP
225.00 OP

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 29, 2001 by and between **COMERICA BANK-CALIFORNIA ("Bank")** and **WEBEX COMMUNICATIONS, INC.**, a Delaware 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).

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor 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 caused 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:

110 Rose Orchard Way
San Jose, CA 95134

Attn: David Farrington

GRANTOR:

WEBEX COMMUNICATIONS, INC.

By: 

Title: CFO

Address of Bank:

55 Almaden Boulevard, 2nd Floor, MC 4043
San Jose, CA 95113

Attn: Arne Olson

BANK:

COMERICA BANK-CALIFORNIA

By: 

Title: Vice President

EXHIBIT A

Copyrights

**Registration
Number**

**Registration
Date**

Description

PA\10134962.1
1030967-900000

EXHIBIT B

Patents

Description

Method for creating peer-to-peer connections over an interconnected network to facilitate conferencing among users

Method to provide virtual screen overlay

Method of transferring data at adjustable levels of priorities to provide optimum response to user demands

Registration/
Application
Number

Registration/
Application
Date

6,167,432

12/26/00

5,571,128

11/19/96

5,623,603

4/22/97

PA110134962.1
1030967-900000

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
(design only)	78/024,756	09/07/00
WebEx	78/009,522	05/23/00
Web Ex	78/009,513	05/23/00
Meeting-enable your website	75/863,423	12/03/99
We've got to start meeting like this	75/723,978	06/07/99
WebEx.com	75/640,785	02/13/99
WebEx.com	75/640,771	02/13/99
WebEx	75/605,470	12/14/98
WebEx	75/605,467	12/14/98
WebEx	2,101,192	09/30/97

PA10134962.1
1030967-900000

TOTAL P.06

09/26/2001 WED 11:15 [TX/RX NO 5551] 006

RECORDED: 09/28/2001

TRADEMARK
REEL: 002376 FRAME: 0982