

06-05-2002

FORM PTO-1594
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102111872

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

75-599

1. Name of conveying party(ies):
SERENGETI, INC. formerly known as Elf Technologies, Inc.

Individual(s) citizenship: **6-5-02**
Association:
General Partnership:
Limited Partnership:
Corporation - State: WASHINGTON
Other:

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

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

Name: SAND HILL CAPITAL II, L.P.
Address: 3000 SAND HILL ROAD, BLDG. 2, SUITE 110
City: MENLO PARK State: CA Zip: 94025

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership: DELAWARE
Corporation - State:
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

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

Execution Date: March 31, 2000

4. Application number(s) or trademark number(s):
A. Trademark Application No.(s)
75/869,042 75/868,737 75/868,736
75/823,652 75/819,379 75/819,378
75/519,657

B. Trademark Registration No.(s)
2,086,782 2,114,951 2,106,148

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: **10**

7. Total fee (37 CFR 3.41) **\$265.00**
[] Enclosed
[X] 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 *Erin O'Brien* June 4, 2002
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [5]

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

06/05/2002 GTOW11 00000173 75869042
01 FC:481 40.00 DP
02 FC:482 225.00 DP

PA\10238368.1
1191271-906300

TRADEMARK
REEL: 2518 FRAME: 0514

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 31, 2000 by and between SAND HILL CAPITAL II, L.P. ("Sand Hill") and SERENGETI, INC., a Washington corporation ("Borrower").

RECITALS

Sand Hill and Borrower are parties to that certain loan agreement of even date (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Sand Hill a security interest in the Collateral.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

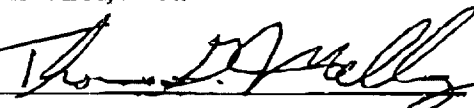
To secure performance of its obligations under the Loan Agreement, Borrower grants to Sand Hill a security interest in all of Borrower's right, title and interest in Borrower's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Sand Hill under the Loan Agreement. Each right, power and remedy of Sand Hill provided for herein shall not preclude the simultaneous or later exercise by Sand Hill of any or all other rights, powers or remedies.

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

Address of Borrower:

SERENGETI, INC.,

1180 N.W. Maple Street, Suite 100
Issaquah, WA 98027

By: 

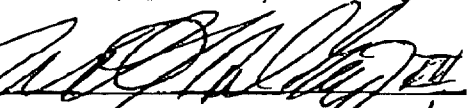
Title: VP + General Counsel

Attn: President & General Counsel

Address of Sand Hill:

SAND HILL CAPITAL II, L.P.

3000 Sand Hill Road
Building 2, Suite 110
Menlo Park, CA 94025
Attn: Robert Johnson

By: 

Title: Managing partner

EXHIBIT A

Copyrights

<u>Title</u>	<u>Registration Number</u>	<u>Date of Registration</u>
The law firm edition of ELF legal services 2.0	TX4771676	05/15/98
The action generator	Txu489139	09/25/91
Serengeti Tracker 4.0	Pending	Pending

EXHIBIT B

Patents

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Application Date</u>
Serengeti an elf solution	75/869,042	12/11/99
Where law does business	75/868,737	12/11/99
Elf (and design)	75/868,736	12/11/99
Serengeti	75/823,652	10/15/99
OLX	75/819,379	10/12/99
Open legal exchange	75/819,378	10/12/99
Virtual panel	75/519,657	07/16/99
Elfile	2,086,782	08/12/97
Elf Technologies	2,114,951	11/25/97
Elf legal services	2,106,148	10/21/97