

02-12-2003



102355054

(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

CORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. 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):

10-22-02

Niku Corporation

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

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

2. Name and address of receiving party(ies)

Name: Mid Peninsula Bank

Internal

Address:

Street Address: 420 Cowper Street

City: Palo Alto State: CA Zip: 94301

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State California

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 No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: 09/09/02

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

A. Trademark Application No.(s) 76/131,595

B. Trademark Registration No.(s) 2,375,787 and 2,529,753

Additional number(s) attached Yes No

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

Name: V. Michelle Titus

Internal Address: Mid Peninsula Bank

Street Address: 420 Cowper Street

City: Palo Alto State: CA Zip: 94301

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Wm. Thomas Lewis, Esq.

Name of Person Signing

Signature

10/15/02

Date

Total number of pages including cover sheet, attachments, and document. 1

10/23/2002 6TON11 00000189 76131595

01 FC:8521
02 FC:8522

40.00 DP
50.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

RECORDS
FINANCE SECTION
2002 OCT 22 PM 1:32

DR

**RECORDING/FILING REQUESTED BY AND
WHEN RECORDED/FILED RETURN TO:**

Ms. Michelle Titus
MID PENINSULA BANK
 420 Cowper Street
 Palo Alto, CA 94301

**COLLATERAL ASSIGNMENT; PATENT, COPYRIGHT AND TRADEMARK MORTGAGE;
AND SECURITY AGREEMENT**

This Collateral Assignment; Patent, Copyright and Trademark Mortgage; and Security Agreement (the "Agreement") is made as of September 9, 2002, by and between **NIKU CORPORATION**, a Delaware corporation (the "Assignor"), and **MID PENINSULA BANK** (the "Assignee").

RECITALS

This Agreement is made with reference to the following:

A. Assignor has requested that Assignee lend to Assignor and Assignee has agreed to lend to Assignor certain funds (the "Loan"). The Loan will be evidenced by (among other things) the following (collectively and alternatively the "Loan Documents"), each of which is of even date herewith: this Agreement; that certain promissory note in the original amount of Five Million Dollars (\$5,000,000), that certain Business loan agreement, that certain Commercial Security Agreement, and certain other instruments, certificates and documents executed and delivered in connection with the foregoing.

B. The Loan Documents grant Assignee a security interest in (among other things) certain trademarks, copyrights, patents, trade secrets, intellectual property, and other general intangibles of Assignor.

C. Because the Loan Documents grant Assignee a security interest in certain assets that are regulated by federal law, Assignee desires to file and/or record an agreement with the applicable federal agencies to give constructive notice of and/or perfect such security interest in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation by Reference. The covenants, terms and conditions of the Loan Documents (and each of them) are hereby incorporated by reference into this Agreement, as though fully set forth herein.

2. Assignment; Patent, Copyright and Trademark Mortgage; and Grant of Security Interest. To secure the prompt, complete and timely payment and performance of all of Assignor's obligations under this Agreement and under the other Loan Documents; under any and all modifications, amendments, supplements, extensions or renewals of the Loan Documents; and under any other of Assignor's present or future indebtedness, obligations and liabilities to Assignee, Assignor hereby assigns, transfers, conveys and grants a security interest and mortgage to Assignee in and to Assignor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Intellectual Collateral"):

2.1 Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held,

including (without limitation the generality of the foregoing) those set forth on the attached Exhibit A (collectively, the "Copyrights"); provided, however, that the failure to identify or enumerate any Copyrights in the attached Exhibit A shall not impact the generality of the assignment of all such Assignor's interests in the Copyrights;

2.2 All 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 generality of the foregoing) those set forth on the attached Exhibit A (collectively, the "Patents"); provided, however, that the failure to identify or enumerate any Patents in the attached Exhibit A shall not impact the generality of the assignment of all such Assignor's interests in the Patents;

2.3 Any trademark, service mark and serviceman rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");

2.4 Any and all trade secrets, proprietary information or other intellectual property that is not capable of deriving protection as a Copyright, Patent, or Trade Mark (including, without limitation, any formula, pattern, compilation, program, device, method, technique, design right, or process that derives independent economic value [actual or potential] by not being generally known to the public or to other persons who can or could obtain economic value from their disclosure [including, without limitation, computer software and computer software products]) now or hereafter existing, created, acquired or held (collectively the "Trade Secrets");

2.5 Any and all claims for damages by way of past, present and future infringement of any of any Copyrights, Patents, Trademarks, and/or Trade Secrets included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

2.6 All licenses or other rights to use any of the Copyrights, Patents, Trademarks, and/or Trade Secrets and all license fees and royalties arising from such use;

2.7 All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

2.8 All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

THE INTEREST IN THE INTELLECTUAL COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO SECURE ASSIGNOR'S OBLIGATIONS TO ASSIGNEE UNDER THE LOAN DOCUMENTS.

3. Covenants and Warranties. Assignor represents, warrants, covenants and agrees as follows:

3.1 Assignor is now the sole owner of the Intellectual Collateral, free of all the liens, encumbrances, assignments and/or security interests, except for the lien in favor of Lender and except for non-exclusive licenses granted by Assignor to its customers in the ordinary course of business;

3.2 Performance of this Agreement does not conflict with or result in a breach of any agreement to which Assignor is party or by which Assignor is bound;

3.3 During the term of this Agreement, Assignor will not transfer or otherwise encumber any interest in the Intellectual Collateral, except for non-exclusive licenses granted by Assignor in the ordinary course of business;

3.4 Each of the Patents is valid and enforceable, and no part of the Intellectual Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Collateral violates the rights of any third party;

3.5 Assignor shall promptly advise Assignee of any change in Assignor's ownership rights in or to any of the Intellectual Collateral;

3.6 Assignor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Assignee in writing of material infringements detected, and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Assignee, which shall not be unreasonably withheld;

3.7 ^{At Assignee's request, or vice versa} Assignor shall promptly register the most recent version of any of Assignor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Assignee may request from time to time to perfect or continue the perfection of Assignee's interest in the Intellectual Collateral;

3.8 This Agreement creates, and in the case of after acquired Intellectual Collateral, this Agreement will create at the time Assignor first has rights in such after acquired Intellectual Collateral, in favor of Assignee a valid and perfected first priority security interest in the Intellectual Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents;

3.9 Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights, this Agreement and the other Loan Documents are legally sufficient to grant, create, and perfect the security interests in the Copyrights, Patents, and Trademarks;

3.10 All information heretofore, herein or hereafter supplied to Assignee by or on behalf of Assignor with respect to the Intellectual Collateral is accurate and complete in all material respects;

3.11 Assignor shall not enter into any agreement that would materially impair or conflict with Assignor's obligations hereunder, without Assignee's prior written consent. Assignor shall not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way impair or prevent the creation of a security interest in Assignor's rights and interests in the Intellectual Collateral;

3.12 Upon any officer of Assignor obtaining knowledge thereof, Assignor will promptly notify Assignee in writing of any event that materially adversely affects the value of any of the Intellectual Collateral, the ability of Assignor or Assignee to dispose of any of the Intellectual Collateral or the rights and remedies of Assignee in relation thereto, including the levy of any legal process against any of the Intellectual Collateral.

4. Recordation Authorization. Assignor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

5. Assignee's Rights. Assignee shall have the right, but not the obligation, to take any actions that Assignor is required under this Agreement to take, but which Assignor fails to take, after five (5) days' notice to Assignor. Any such action by Assignee shall be at Assignor's sole cost and expense and Assignor shall reimburse and indemnify Assignee for all costs and expenses incurred in the reasonable exercise of its rights under this Section 5.

6. Inspection Rights. Assignor hereby grants to Assignee and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Assignor, to inspect the products and quality control records relating to the Intellectual Collateral; provided, however, nothing herein shall entitle Assignee access to Assignor's trade secrets and other proprietary information and provided that Assignee shall not have any duty or obligations to conduct any such inspections.

7. Further Assurances; Attorney in Fact.

7.1 On a continuing basis, Assignor will make, execute, acknowledge, deliver, file and/or record all such instruments (including, without limitation, appropriate financing and continuation statements and appropriate collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights) and take all such action as may reasonably be deemed necessary or advisable, or as requested by Assignee, to perfect and/or continue Assignee's security interest in all Copyrights, Patents, Trademarks and/or Trade Secrets and otherwise to carry out the intent and purposes of this Agreement or for assuring and confirming to Assignee the grant or perfection of a security interest in all Intellectual Collateral.

7.2 Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, to take any action and to execute any instrument which Assignee may from time to time deem necessary or advisable to accomplish the purposes of this Agreement, including:

7.2.1 Those required, in Assignee's sole discretion, to modify Exhibit A to this Agreement to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Assignor after the execution hereof and/or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Assignor no longer has or claims any interest; and

7.2.2 Those required, in Assignee's sole discretion, to file one or more financing, continuation, and/or amendment statements relative to any of the Intellectual Collateral.

8. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

8.1 An Event of Default occurs under the Loan Documents; or

8.2 Assignor breaches any covenant, warranty, representation or agreement made by Assignor in this Agreement.

9. Remedies. Upon the occurrence of an Event of Default, Assignee shall have the right to exercise all the remedies afforded under this Agreement, under the other Loan Documents, or otherwise afforded to a secured party under the California Uniform Commercial Code, including without limitation the right to require Assignor to assemble the Intellectual Collateral and any tangible property in which Assignee has a security interest and to make it available to Assignee at a place designated by Assignee. Assignor will pay any expenses (including attorneys' fees) incurred by Assignee in connection with the exercise of any of Assignee's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Collateral. All of Assignee's rights and remedies with respect to the Intellectual Collateral shall be cumulative and non-exclusive and may be exercised by Assignee concurrently, successively and in any order that Assignee may select. Assignor waives any right to require that Assignee marshal assets in connection with Assignee's liquidation of any collateral (including, without limitation, the Intellectual Collateral).

10. Indemnity. Assignor agrees to defend, indemnify and hold harmless Assignee and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, Assignor's grant of the security interest in the Intellectual Collateral to Assignee and/or any right, title and/or interest of Assignee in and to the Intellectual Collateral and (b) all losses or expenses (including without limitation attorneys fees and expenses) in any way suffered, incurred, or paid by Assignee as a result of or in any way arising out of, following or consequential to transactions between Assignee and Assignor, Assignor's grant of the security interest in the Intellectual Collateral to Assignee, and/or any right, title and/or interest of Assignee in and to the Intellectual Collateral, except for losses arising from or out of Assignee's gross negligence or willful misconduct.

11. Reassignment. At such time as Assignor shall completely satisfy all of the obligations secured hereunder, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to revest in Assignor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

12. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

13. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

14. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

16. California Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Assignor and Assignee consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Assignor:

Niku Corporation
305 Main Street
Redwood City, CA 94063

Address of Assignee:

MID PENINSULA BANK
420 Cowper Street
Palo Alto, CA 94301

ASSIGNOR:

NIKE CORPORATION, a Delaware corporation

By: [Signature]

Title: Joshua Pickus, Chief Financial Officer

ASSIGNEE:

MID PENINSULA BANK

By: [Signature]

Title: V. Michelle Titus, Senior Vice President

NIKU (United States Registration)	2,375,787	08-Aug-2000	Class 9: Business enterprise computer software allowing creation of, and access to, a knowledge repository of the users business information by employees and which includes a search engine for accessing the business information in the repository, importation of the business information, and a user interface.
NIKU and Design (United States Application) Note: The drawing is lined for the color blue. The mark consists of the word "NIKU" with a "long vowel" symbol over the letter "U". The letters appear as white on the blue background.	76/131,595	20-Sep-2000	Class 9: Business enterprise computer software for use on a global computer network allowing creation of, and access to, a knowledge repository of business information by the user which includes a search engine for accessing the business information in the repository, importation of the business information, a user interface and an online marketplace for sourcing, management and delivery of professional services.
DO WHAT MATTERS (Domestic Application)	2,529,753	Registered on Jan 15 2002	Class 9 & Class 35 Class 9: Business enterprise computer software for use on a global computer network allowing creation of, and access to, a knowledge repository of business information by the user which includes a search engine for accessing the business information in the repository, importation of the business information, a user interface and an online marketplace for sourcing, management and delivery of professional services. Class 35: Portal on a global computer network featuring various applications accessible on a global computer network, consulting services and communities for professionals doing business on a global computer network.

P001

App'l. No.: 08/444,240

Filed: 11/19/1999

Title: "Method And System For Cross Browsing Of Various Multimedia Data Sources In A Searchable Repository"

P002

App'l. No.: 09/448,965

Filed: 11/19/1999

Title: "Method and Apparatus For Using Electronic Mail to Deposit to a Repository"