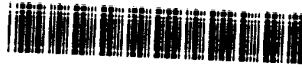


06-17-1998



100741450

Original documents or copy thereof.

1. Name of conveying party(ies) Intelligent Technologies Corporation, a Texas Corporation (and formerly known as Intelligent Technologies, L.L.C., a Texas Limited Liability Company)

- Individual(s), General Partnership, Corporation-State, Other, Ltd. Partnership, Association

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

2. Name and address of receiving party(ies)

Name: Imperial Bank Internal Address: Street Address: 226 Airport Parkway City: San Jose State: CA ZIP: 95110

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

3. Nature of conveyance:

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

Execution Date: As of March 23, 1998

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

A. Trademark Application No.(s)

75/434796

B. Trademark Registration No.(s)

Additional numbers attached? [] Yes [X] No

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

Name: Tony Adler, Esq. Internal Address: Mitchell, Silberberg & Knupp Street Address: 11377 West Olympic Boulevard City: Los Angeles State: California ZIP: 90064

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00 [] Enclosed [] Any discrepancy or overpayment is authorized to be charged to deposit account

8. Deposit account number:

20-0052 (Attach duplicate copy of this page if paying by deposit account)

06/17/1998 INGIUYEN 00000045 200052 75434796

DO NOT USE THIS SPACE

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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.

Diane Mix Name of Person Signing

Diane Mix Signature

June 2, 1998 Date

Total number of pages including cover sheet, attachments, and document: [5]

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

**MORTGAGE, ASSIGNMENT AND GRANT OF SECURITY INTEREST
WITH RESPECT TO TRADEMARKS**

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, INTELLIGENT TECHNOLOGIES CORPORATION, a Texas Corporation (and formerly known as Intelligent Technologies, L.L.C., a Texas limited liability company) (the "Debtor" or "Borrower"), having an office located at 9015 Mountain Ridge Drive, Houston Building, Suite 350, Austin, Texas 78759, does hereby irrevocably mortgage, pledge, assign and grant a continuing security interest to IMPERIAL BANK, a California chartered bank (the "Secured Party" or "Bank") having an office located at 226 Airport Parkway, San Jose, California 95110, and to the Secured Party's successors and assigns, in all right, title and interest of the Debtor, now owned or hereafter acquired throughout the universe, in and to all of the trade names, trademarks and/or service marks listed on Schedule A attached hereto, all applications pending with respect thereto, and all renewals and extensions thereof, and the goodwill associated with such marks and names (collectively, the "Trademarks"), as security for the payment and performance (whether presently existing or hereafter arising) of any and all indebtedness and obligations of the Debtor to the Bank (collectively, the "Obligations") pursuant to the terms of (i) all written Credit Terms and Conditions between the Debtor and the Secured Party, (ii) that certain General Security Agreement dated December 9, 1997, by and between Debtor and Secured Party, (iv) all promissory notes of Debtor in favor of Secured Party (including, without limitation, that certain Promissory Note dated December 9, 1997, in the original principal amount of \$100,000.00 made by the Debtor in favor of the Secured Party), and (v) all other agreements and documents between Debtor and Secured Party now existing or hereafter entered into, as any of the foregoing may be amended, modified, and/or restated from time to time (collectively, the "Loan Documents"). The repayment of the Obligations are also secured by all other personal property of the Debtor.

This Mortgage, Assignment and Grant of Security Interest With Respect to Trademarks is subject to all of the applicable terms and conditions in the Loan Documents. Upon the occurrence of a default or breach by Debtor under any of the Loan Documents, the Bank may exercise any and all rights and remedies of the Bank under the Loan Documents, and the laws of State of California and of the United States of America and any other relevant jurisdictions.

The Debtor does hereby irrevocably appoint the Bank as the Debtor's attorney in fact to do all acts and things permitted or contemplated by the terms hereof and/or any of the Loan Documents. This power of attorney is coupled with an interest and is irrevocable.

The Debtor agrees that if any person, corporation, partnership, trust, limited liability company or other entity shall do or perform any acts which the Bank believes infringes any right of the Debtor or any right of the Bank in the Trademarks to the extent herein provided, then the Bank may and shall have the right to take such steps and institute such suits or proceedings as the Bank may deem advisable or necessary to

prevent such acts and conduct and to secure damages and other relief by reason thereof and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties, but the Bank shall not be obligated to do any of the foregoing. The Bank may take such steps or institute such suits or proceedings in its own name or in the name of the Debtor or in the names of the parties jointly.

This Mortgage, Assignment and Grant of Security Interest With Respect to Trademarks shall in all respects be subject to, construed in accordance with and governed by, the laws of the State of California without giving effect to that State's choice of law rules.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 23rd day of March, 1998.

INTELLIGENT TECHNOLOGIES CORPORATION,
a Texas corporation (and formerly
Intelligent Technologies, L.L.C.,
a Texas limited liability company)

By: J. R. Brown
Its: President