

04-22-1999



OVER SHEET

Docket No.:

S ONLY

7007-20632

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101015132

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

MRO 4/7/99

1. Name of conveying party(ies):

**Firstwave Technologies, Inc., F/K/A/Brock International, Inc.**

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

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

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


Name: **SILICON VALLEY BANK**

Internal Address: \_\_\_\_\_

Street Address: **3343 Peachtree Road, N.E.; Suite 312**

City: **Atlanta** State: **GA** ZIP: **30339**

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

  
04-07-1999  
U.S. Patent & TMO/c/TM Mail Rcpt Dt. #22

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: **15 March 1999**

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

A. Trademark Application No. (s)

75/504,866	75/615,601	75/404,404
75/504,867	75/255,594	75/648,081
75/648,080	75/404,403	

B. Trademark Registration No. (s)

1,968,866;	1,893,998
2,080,524	2,005,088
2,018,684	

Additional numbers attached?  Yes  No

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

Name: **MORRIS, MANNING & MARTIN, LLP**

Internal Address: \_\_\_\_\_

Street Address: **1600 Atlanta Financial Center**

**3343 Peachtree Road, NE**

City: **Atlanta** State: **GA** ZIP: **30326**

6. Total number of applications and registrations involved:..... **13**

7. Total fee (37 CFR 3.41):.....\$ **\$340.00**

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

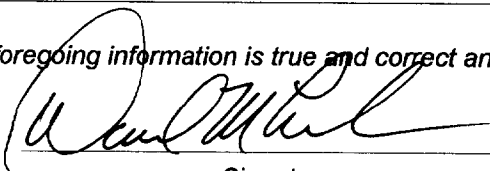
04/20/1999 JSHABAZZ 00000087 75504866

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01 FC:481                      40.00 OP  
02 FC:482                      300.00 OP

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.*

**David M. Lockman**                                            **April 7, 1999**

Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: **4**

TRADEMARK

REEL: 1886 FRAME: 0499

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 15, 1999 by and between SILICON VALLEY BANK ("Bank") and Firstwave Technologies, Inc., F/K/A/ Brock International, Inc. ("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 March 16, 1998, that certain Loan Modification Agreement dated December 15, 1998 between Bank and Grantor and that certain Second Loan Modification Agreement dated March 15, 1999 between Bank and Grantor (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in 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 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, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

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 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

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**TRADEMARK**  
**REEL: 1886 FRAME: 0500**

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.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

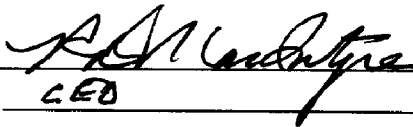
Address of Grantor  
2859 Paces Ferry Road #1000  
Atlanta, GA 30339

Attn: Judith A. Vitale

Address of Bank:  
3343 Peachtree Road, N.E.  
Suite 312  
Atlanta, Georgia 30326

Attn: Tom Vertin

GRANTOR:  
FIRSTWAVE TECHNOLOGIES, INC.,  
F/K/A BROCK INTERNATIONAL, INC.

By:   
Title: CEO

BANK:  
SILICON VALLEY BANK


By:   
Title: SVP

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Takecontrol	1968866	04/16/96
Takecontrol Customer Support	2080524	07/22/97
Takecontrol Field Sales	2018684	11/26/96
Takecontrol Sales	1893998	05/16/95
Tookshop	2005088	10/01/96
Toolshop (European Community)	194605	06/30/98
Firstwave	75504866	06/18/98
Firstwave Technologies	75504867	06/18/98
Internet Business Center	75648080	02/25/99
Netgain Internet Business Center	75648081	02/25/99
Netgain eFramework	75615601	01/05/99
Opensync	75255594	03/11/97
NewsSt@nd	75404403	12/12/97
Web Opensync	75404404	12/12/97