

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of September 10, 1999 by and between IMPERIAL BANK ("Bank") and SYSTEM 1 SOFTWARE, INC., a Washington 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 Amended and Restated 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). 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. Grantor and Bank are parties to that certain Intellectual Property Security Agreement dated as of August 18, 1998 recorded with the U.S. Patent and Trademark Office on October 13, 1998 as Reel/Frame Number 1800/0809 ("the Original Agreement"). Grantor and Bank wish to amend and restate the terms of the Original Agreement. This Agreement sets forth the terms on which Bank and Borrower shall amend and restate the terms of the Original Agreement, and Grantor will grant 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 Amended and Restated 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 Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

701 North 35th Street, Suite 301
Seattle, WA 98103

Attn: Alan Fuhrman

GRANTOR:

SYSTEM 1 SOFTWARE, INC.

By: Alan Fuhrman

Title: VP & CFO

BANK:

IMPERIAL BANK

Address of Bank:

~~777 108th Avenue NE, Suite 1670~~ 5330 Camille Post
Bellevue, WA 98004 Kirkland WA 98033

Attn: J.P. Michael / Julia Doke

By: J.P. Michael

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System 1 2.5		
System 1 CenterPoint – Access		
System 1 Plus		
e-Commerce Center		
FormsLink		
FaxLink		
ImageLink		
BureauLink		
UCCLink		
ScoringLink		
System 1 CenterPoint (Oracle/SQL Server Version)		
e-Finance Channel		
System 1 Select		
D&B Link		

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

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EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
System 1	75/164,625	08/25/98
Centerpoint	75/630,261	01/29/99
E-Commercecenter	75/630,262	01/29/99
Resourcecenter	75/630,260	01/29/99