

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 23, 1999 by and between SILICON VALLEY BANK ("Bank") and IC Global Services, 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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor 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, Patents, and Mask Works 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 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:

5700 Flatirons Parkway
Boulder, CO 80301

Attn: _____

Address of Bank:

4430 Arapahoe Ave., Ste. 225
Boulder, CO 80303

Attn: Frank Amoroso

GRANTOR:

IC GLOBAL SERVICES, INC

By:

Title: CFO

BANK:

SILICON VALLEY BANK

By:

Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Machine Assisted Translation Tools	08/789,594	January 24, 1997

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ILE - Service Mark for computer software design for use in translation; technical writing for others; language translation services, in Class 42.	2,036,908	January 16, 1996
ILE France - Registered Mark	95578055	June 28, 1995
International Language Engineering (France)	95578054	June 28, 1995
The Science of Translation - Service Mark for translation, consulting, engineering, and software and document production services in the field of technical translation of software and documentation for computer and other advanced technology industries into foreign languages as well as design of computer software for others, desktop publishing for others, phototypesetting, creating & preparing camera-ready art for others, and printing.	1,936,421	November 21, 1995
Translation and Science in Alliance - Service Mark for translation, consulting, engineering and software and document production services in the field of technical translation of software and documentation for computer and other advanced technology industries into foreign languages, as well as design of computer software for others, desktop publishing for others, phototypesetting, creating & preparing camera-ready art for others, and printing.	1,936,421	November 21, 1995
Localix - Trademark for computer software used to facilitate the translation of other computer software and documentation into foreign languages.	1,865,207	November 29, 1994
International Language Engineering - Service Mark	1,566,291	November 14, 1989
Opentag - Trademark		

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE