



# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 13, 1999 by and between IMPERIAL BANK ("Bank") and ClearCommerce Corporation, a Delaware corporation ("Grantor").

## RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") pursuant to that Credit Agreement by and between Bank and Grantor dated July 20, 1999, (as the same may be amended, modified, supplemented or replaced from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. 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 ("Intellectual Property") to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of a Commercial Security Agreement dated the date hereof (as the same may be amended, modified, supplemented or replaced from time to time, the "Security 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, including all Intellectual.

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 any other obligation of Grantor to 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, or any other obligation of Borrower now existing or hereafter arising, 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 in accordance with the terms of the Security 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.

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 cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CLEARCOMMERCE CORPORATION, a Delaware corporation.

By: Michael J. Graydon

Title: Vice President CFO

BANK:

IMPERIAL BANK

By: John Schell

Title: Sr. Vice President

Address of Grantor:

11500 Metric Blvd, Ste 300  
Austin, TX 78758  
Attn: Mike Graydon

Address of Bank:

226 Airport Parkway  
San Jose, CA 95110-1024

Attn: Corporate Banking Center

EXHIBIT A

Copyrights

Description

Registration/  
Application/  
Number

Registration/  
Application/  
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Crossmatch (Approved, not published)	08/460,970	10/30/97
Fractal (Pending)	09/264,037	3/01/99

**ClearCommerce Corporation**  
**Trademark Status Report as of Monday June 14, 1999**

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Active Marks									
Mark	Int'l Class	Our Ref.	Serial No. / File Date	Reg. No. / Reg. Date	Status Date	Status	Notes		
CLEARCOMMERCE	9	1390 US	75/496,041 June 4, 1998		1999-06-14	Application Published for Opposition 4/27/99			
CLEARCOMMERCE	36	1391 US	75/496,040 June 4, 1998		1999-06-14	Application published for opposition: 4/13/99			
FRAUDSHIELD	9	13971 US	N/A		1999-06-14	Appl. sent to client	- Executed Application not received, new instructions? Riss to confer with Mike Grajeda and provide further instructions - Awaiting executed application from client		
HOSTING ENGINE	9	1385 US	75/508,359 June 25, 1998		1999-06-14	Application Published for Opposition 5/18/99			
MERCHANT ENGINE	9	1384 US	75/501,635 June 12, 1998		1999-06-14	ROA due by 8/2/99			
OUTREACH	36	1367 US	75/386,472 Nov 7, 1997		1999-06-14	<b>Registered 1/19/99</b>	- New specimens required by OA. - ROA mailed May 12, 1998		

Skjerven, Morrill, MacPherson, Franklin & Friel, L.L.P.  
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 (512) 794-3600 facsimile (512) 794-3601

**Clear Commerce Corporation**  
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Active Marks							
Mark	Int'l Class	Our Ref.	Serial No. / File Date	Reg. No. / Reg. Date	Status Date	Status	Notes
STOREMANAGER	9	1375 US	75/496,993 June 5, 1998		1999-06-14	ROA due by 7/22/99	

Foreign Applications							
Mark	Int'l Class	Our Ref.	Serial No. / File Date	Reg. No. / Reg. Date	Status Date	Status	Notes
CLEARCOMMERCE (Europe)	9, 36	1373i CTM	000729749 Jan. 23, 1998			Proceeding to Registration	- Priority claimed to 1373i US and 1374i US
CLEARCOMMERCE (Japan)	9, 36	1373i JP	41,100/199 8 May 15, 1998			Awaiting 1 <sup>st</sup> OA	- Priority claimed to 1373i US and 1374i US
CLEARCOMMERCE (Mexico)	9, 36	1373i MX	326,215 Mar. 17, 1998			Registered	- Priority claimed to 1373i US and 1374i US - Letter from Foreign Associate received regarding assignee name change
CLEARCOMMERCE (Canada)	9, 36	1373i CA	867,599 Jan. 28, 1998		1999-06-14	Awaiting Response	- Priority claimed to 1373i US and 1374i US - Instructions sent to foreign associate for responding to office action

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