

09-14-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

09/11/2000 BNGUYEN 00000263 76034912

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 50.00 DP

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

TRADEMARK
REEL: 002135 FRAME: 0303

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="76034912"/>	<input type="text" value="76024680"/>	<input type="text" value="75901525"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Sebastian Camua

08/22/00

Name of Person Signing

Signature

Date Signed

**SUPPLEMENT ONE TO
TRADEMARK SECURITY AGREEMENT**

This SUPPLEMENT ONE TO TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of August 14, 2000 is entered into between **esävio Corporation** (formerly Netera, Inc.) a Delaware corporation ("Grantor"), which has a mailing address at 1000 Westlakes Drive, Suite 150, Berwyn, Pennsylvania 19312 and **GREYROCK CAPITAL, a Division of Banc of America Commercial Finance Corporation** (formerly a Division of NationsCredit Commercial Corporation) ("Greyrock"), which has a mailing address at 10880 Wilshire Blvd., Suite 1850, Los Angeles, CA 90024.

RECITALS

A. Grantor and Greyrock previously entered into a Trademark Security Agreement dated June 28, 1999 (the "Original Agreement"), which was recorded in the U.S. Patent and Trademark Office on August 24, 1999, Reel/Frame 001947/0313, with respect to the trademarks identified therein;

B. Grantor and Greyrock also previously entered into a Loan and Security Agreement ("Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement and the Original Agreement, the "Loan Documents"). Pursuant to the Loan Documents, Grantor has granted to Greyrock a security interest in, among other things, all of Grantor's present and future general intangibles, including, without limitation, trademarks and other "Collateral" (as defined in the Original Agreement); and

C. Grantor and Greyrock desire to supplement the Original Agreement to make specific reference to the trademarks and other intellectual property set forth below. The Original Agreement shall continue in full force and effect with respect to the Collateral described therein. By entering into this Supplement, the parties do not intend to imply that the trademarks and other intellectual property set forth below are not covered and perfected by the existing Loan Documents, including, without limitation, the Original Agreement and the Loan Agreement.

NOW THEREFORE, for valuable consideration, the parties hereto mutually agree as follows:

1. Exhibit A of the Original Agreement is hereby supplemented by the addition of the intellectual property set forth on Exhibit A attached hereto, so that the "Collateral" (as defined in the Original Agreement) includes, without limitation, all of the intellectual property set forth in Exhibit A to the Original Agreement and all of the intellectual property set forth in Exhibit A hereto.

2. Grantor confirms its grant to Greyrock of a security interest in all of Grantor's right, title and interest in the Collateral, including, without limitation, the intellectual property set forth on Exhibit A hereto, to secure the payment and performance of all "Obligations" (as defined in the Original Agreement).

3. The Grantor represents and warrants that Exhibit A to the Original Agreement, together with Exhibit A hereto, constitute a true and complete schedule of all federal and state trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor.

4. Except as modified herein, all terms and conditions of the Original Agreement shall continue in full force and effect, and Grantor represents and warrants to Greyrock that all

representations and warranties set forth in the Original Agreement, as supplemented hereby, are true and correct as of the date hereof. This Supplement is an integral part of the Original Agreement.

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

GREYROCK CAPITAL, a Division of
Banc of America Commercial Finance
Corporation

By _____
Title _____

esávio Corporation

By _____
Title C.O.O.

Suppl TM (Short)

PENDING TRADEMARKS

<u>Trademark</u>	<u>Reg./Appl. Date</u>	<u>Reg./Appl. No.</u>
Adding our Strength to Yours	04/26/2000	76034912
Esavio	04/13/2000	76024680
Enetera	01/24/2000	75901525