

09-15-2000

ET

Docket No.:



Y

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MRP
8/7

101457041

To the Honorable Commissioner of Pat.

attached original documents or copy thereof.

1. Name of conveying party(ies):

Firstwave Technologies, Inc. f/k/a Brock International
2859 Paces Ferry Road, Suite 1000
Atlanta, Georgia 30339

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amended and Restated
- Merger
- Change of Name

Execution Date: June 28, 2000

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

Name: Silicon Valley Bank

Internal Address:

Street Address: 3343 Peachtree Road, NE, Suite 312

City: Atlanta State: GA ZIP: 30326

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other California chartered bank

If assignee is not domiciled in the United States, a domestic designation is Yes No

(Designations must be a separate document from

Additional name(s) & address(es) Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1968866	1893998
2080524	2005088
2018684	194605

Additional numbers

Yes No

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

Name: G. Wilson Horde, III

Internal Address: Morris, Manning & Martin, LLP

Street Address: 3343 Peachtree Road, NE, Suite 1600

City: Atlanta State: GA ZIP: 30326

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

14

7. Total fee (37 CFR 3.41):.....\$ 365.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

09/13/2000 AAHMED1 00000018 75504866

01 FC:481

02 FC:482

40.00 OP
325.00 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.

G. Wilson Horde, III

Name of Person Signing

Signature

8/2/00

Date

Total number of pages including cover sheet, attachments, and

8

Attachment to: **Recordation Form Cover Sheet for Trademarks**

Conveying Party: Firstwave Technologies, Inc. f/k/a Brock International

Receiving Party: Silicon Valley Bank

4. Application number(s) or registration number(s):		
A. Trademark Application No.(s)	B. Trademark Registration No.(s)	
	75504866	75504867
	75648080	75648081
	75615601	75255594
	75404403	75404404

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement is entered into as of June 28, 2000 by and between SILICON VALLEY BANK ("Bank") and Firstwave Technologies, Inc., F/K/A/ Brock International, Inc. ("Grantor"). This Amended and Restated Intellectual Property Security Agreement is an amendment and restatement of that Intellectual Property Security Agreement filed with the United States Patent and Trademark Office on April 7, 1999, and recorded at Reel 1886, Frame 0499, and that Intellectual Property Security Agreement filed with the United States Patent and Trademark Office on April 8, 1999, and recorded at Volume 3432, Page 667.

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor 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, that certain Second Loan Modification Agreement dated March 15, 1999 between Bank and Grantor, and that certain Third Loan Modification Agreement dated as of December 9, 1999 (as the same may be further amended, modified or supplemented from time to time, the "First Loan Agreement"); and that Loan and Security Agreement dated as of June 28, 2000 (as the same may be further amended, modified or supplemented from time to time, the "Second Loan Agreement"; (collectively the "Loans" or "Loan Agreements"); capitalized terms used herein are used as defined in the Loan Agreements). 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 Agreements.

B. Pursuant to the terms of the Loan Agreements, 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 Agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreements, 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.

#669471 v1 - 2ndIPSecurityAgreement

**TRADEMARK
REEL: 002136 FRAME: 0375**

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreements. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreements 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 Agreements 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 Agreements 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
JESSIE RICE'S TERRY RD #100
ATLANTA GA 30331
Attn: Juanith A. Urrale

Address of Bank:
3343 Peachtree Road
Suite 400
Atlanta, GA 30326
Attn: MR. STEVE DI PASQUALE

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

By: Juanith A. Urrale
Title: VP Finance + Admin

BANK:
SILICON VALLEY BANK

By: Steven Di Pasquale
Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Toolshop 9.0	841-516	2-20-98

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		

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