

10-25-2000

FORM PTO-1594
(Rev 5-93)

RECO.



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and

101496271

agents or copy thereof.

1. Name of conveying party(ies):

9-29-00

LINGUATEQ INCORPORATED

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of Conveyance:

[] Assignment

[] Merger

[X] Security Agreement

[] Change of Name

[] Other

Execution Date: September 5, 2000

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

Name: IMPERIAL CREDITCORP

Address: 411 BOREL AVENUE, SUITE 425

City: SAN MATEO State: CA Zip: 94402

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? [] Yes [x] No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

75/759,377

B. Trademark Registration No.(s)

1,994,786

2,293,059

Additional numbers attached? [] Yes [X] No

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

Name:

Erin O'Brien

Internal Address:

GRAY CARY WARE & FREIDENRICH

400 Hamilton Avenue

Palo Alto, California 94301

6 Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$90.00

[] Enclosed

[X] Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Erin O'Brien

September 28, 2000

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office, Office of Public Records

1213 Jefferson Davis Highway, 3rd Floor

Arlington, VA 22202

10/24/2000 MTHAI1 00000079 75759377

01 FC:481
02 FC:482

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TRADEMARK
REEL: 002161 FRAME: 0335

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 5, 2000 by and between IMPERIAL CREDITCORP ("Lender") and LINGUATEQ INCORPORATED, a Delaware corporation ("Grantor").

RECITALS

A. Lender 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 Loan and Security Agreement by and between Lender 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).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Lender, 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 Lender and Grantor, Grantor grants and pledges to Lender 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 Exhibits 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 Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, 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 Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1501 Farm Credit Drive, Suite 4400
McLean, VA 22102

Attn: Chief Executive Officer

GRANTOR:

LINGUATEQ INCORPORATED

By: _____

Title: _____

[Handwritten Signature]
CFO

Address of Lender:

411 Borel Avenue, Suite 425
San Mateo, CA 94402

Attn: Jim Rutter

LENDER:

IMPERIAL CREDITCORP

By: _____

Title: _____

[Handwritten Signature]
President

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

EXHIBIT B

Patents

U.S. Patent 5,845,283 – December 1, 1998 (US Patent Application Serial No. 08/639,073 filed April 24, 1996)

Title: Method and Apparatus for Rationalizing Different Data Formats in a Data Management System

A data conversion device, including a preferably software implemented data conversion engine, which receives a formatted input data stream from an input device, converts the data into a different (universal) format in real time and transmits the converted data to an output device.

U.S. Patent 6,032,147 – February 29, 2000 (US Patent Application Serial No. 08/825,276 filed March 27, 1997)

Title: Method and Apparatus for Rationalizing Different Data Formats in a Data Management System

This patent application further delineates components of U.S. Patent 5,845,283. (Still awaiting ribbon copy of this patent.)

International PCT Application No. PCT/US97/06183, filing date April 24, 1997

Title: Method and Apparatus for Rationalizing Different Data Formats in a Data Management System

Nationalized in Canada, December 7, 1998

European Patent Serial No. 97 923410.1 filed April 24, 1997

Based on National Stage of PCT Application No. PCT/US97/06183

Title: Method and Apparatus for Rationalizing Different Data Formats in a Data Management System

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application/ Date</u>
Introspect	1,994,786	08/20/96
Linguateq	2,293,059	11/16/99
Tai	75/759,377	07/26/99