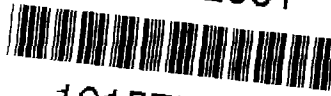


01-10-2001


To the Honorable Commissioner

101575149

the attached original documents or copy thereof.

1. Name of conveying party(ies):

SYSTEM 1 SOFTWARE, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: WASHINGTON

Other:

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

3. Nature of Conveyance:

[] Assignment

[X] Security Agreement

[] Other

[] Merger

[] Change of Name

Execution Date: SEPTEMBER 10, 1999

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

Name: IMPERIAL BANK

Address: 5330 CARRILLON POINT

City: KIRKLAND State: WA Zip: 98033

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California chartered bank

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)

75/893,345

75/894,344

75/893,343

75/893,342

75/893,341

75/893,340

B. Trademark Registration No.(s)

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, CA 94301-1809

6 Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

[X] Enclosed

[] Authorized to be charged to deposit account

8. Deposit account number: _____

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

01/10/2001 AWHEM1 00000103 75853345

01 FC:481

40.00 OP

02 FC:482

125.00 OP

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



January 9, 2001

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

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of September 10, 1999 by and between IMPERIAL BANK ("Bank") and SYSTEM 1 SOFTWARE, INC., a Washington corporation ("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 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). 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 Agreement.

B. Grantor and Bank are parties to that certain Intellectual Property Security Agreement dated as of August 18, 1998 recorded with the U.S. Patent and Trademark Office on October 13, 1998 as Reel/Frame Number 1800/0809 ("the Original Agreement"). Grantor and Bank wish to amend and restate the terms of the Original Agreement. This Agreement sets forth the terms on which Bank and Borrower shall amend and restate the terms of the Original Agreement, and Grantor will grant 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 and all other agreements now existing or hereafter arising between Grantor and 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, 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. 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 Amended and Restated 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 caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

701 North 35th Street, Suite 301
Seattle, WA 98103

Attn: Alan Fuhrman

SYSTEM 1 SOFTWARE, INC.

By: Alan Fuhrman

Title: VP & CFO

BANK:

IMPERIAL BANK

Address of Bank:

~~777 108th Avenue NE, Suite 1670~~ 5330 Carillon Point
Bellevue, WA 98004 Kirkland WA 98033

Attn: J.P. Michael / Julia Doke

By: J.P. Michael

Title: Vice President

JPM
JD

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System 1 2.5		
System 1 CenterPoint - Access		
System 1 Plus		
e-Commerce Center		
FormsLink		
FaxLink		
ImageLink		
BureauLink		
UCCLink		
ScoringLink		
System 1 CenterPoint (Oracle/SQL Server Version)		
e-Finance Channel		
System 1 Select		
D&B Link		

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System 1	75/164,625	08/25/98
Centerpoint	75/630,261	01/29/99
E-Commercecenter	75/630,262	01/29/99
Resourcecenter	75/630,260	01/29/99
Capital Stream	75/893,345	01/07/00
Capitalstream	75/893,344	01/07/00
Capitalstream.com	75/893,343	01/07/00
Capstream	75/893,342	01/07/00
Cap Stream	75/893,341	01/07/00
Capstream.com	75/893,340	01/07/00