

02-02-2001



FORM PTO- 1-31-92

RECO

101604338

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

1-24-01

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Demand Flow Institute, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other LLC Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: Loan Documentation HA155 Street Address: 3003 Tasman Drive City: Santa Clara State: Ca ZIP: 95054 <input type="checkbox"/> Individual(s) Citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: 12/27/00			

4. Application number(s) or trademark number(s): A. Trademark Application No.(s) 78000357 75019254 75019286 78000359 75068973 75532912 74282634 75532513 74435546 75190022 75020397 74264394 75020396 B. Trademark Registration No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
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5. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HA155 Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054 DO NOT USE THIS SPACE		6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41):\$ 340.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)	
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02/01/2001 DBYRNE 00000237 78000357
 01 F. 481 40.00 OP
 02 F. 482 300.00 OP

I, the undersigned, do hereby certify that the foregoing information is true and correct and any attached copy is a true copy of the original document.

Shannon Hubbard
 Name of Person Signing

Shannon Hubbard
 Signature

1/13/01
 Date

Total number of pages comprising cover sheet: 3

OMB No 0651 -0011 (exp 4/94)

TRADEMARK
REEL: 002227 FRAME: 0892

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 27, 2000 by and between SILICON VALLEY BANK ("Bank") and Demand Flow Institute, LLC ("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 Loan and Security Agreement by and between Bank and Grantor dated December 27, 2000 (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, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan 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.

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 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.

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:

Demand Flow Institute, LLC

Address of Grantor:

6825 South Galena Street
Englewood, CO 80112

By: [Signature]
Title: President

Attn: _____

BANK:

SILICON VALLEY BANK

Address of Bank:

4410 Arapahoe Ave., Ste. 200
Boulder, CO 80303

By: [Signature] Kevin Stoen
Title: VP

Attn: _____

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Digital Consulting	Serial No. 78000357	
Digital Flow Consulting	Serial No. 78000359	
DFT JCIT	Serial No. 75532912	
DFT JCIT	Serial No. 75532911	
DFT JCIT	Serial No. 75532513	
PC-JIT		
JIT Trademark		
Demand Flow	Serial No. 75190022	
Demand Flow	Serial No. 74264394	
Worldwide Flow College	Serial No. 75019254	
Demand Flow® for Software		
DFT Compliant Logo		
Dual Card Kanban		
Flow Based Costing	Serial No. 75068973	
FlowPower	Serial No. 74282634	
The Next Generation of Manufacturing Systems	Serial No. 74435546	
Flowpower Eagle...Open Intergration Through technology (Abandoned)	Serial No. 75020397	
Flowpower Eagle (Abandoned)	Serial No. 75020396	
Open Integration Through Technology (Abandoned)	Serial No. 75019286	