

03-14-2001



FORM PTO-1594
(Rev 5-93)

101635755

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

KEYSTROKE.COM, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: WASHINGTON

Other:

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 15, 2001

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

Name: KEYSTROKE TECHNOLOGY SOLUTIONS, INC.
Address: 1511 THIRD AVENUE, SUITE 1018
City: SEATTLE State: WA Zip: 98101

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: WASHINGTON

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 No

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

A. Trademark Application No.(s)

75/839,478

75/838,123

B. Trademark Registration No.(s)

2,084,885

Additional numbers attached? Yes 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

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
Name of Person Signing

Erin O'Brien
Signature

March 13, 2001
Date

Total number of pages comprising cover sheet: [5]

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

3-14-01

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INFORMATION SERVICES
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02 FC:462 50.00 DP

SECOND AMENDMENT
TO
LOAN DOCUMENTS

This Second Amendment to Loan Documents is entered into as of February 15, 2001 (the "Amendment"), by and between IMPERIAL BANK ("Bank") and KEYSTROKE TECHNOLOGY SOLUTIONS, INC. ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of December 9, 1999, as amended including without limitation that certain First Amendment to Loan and Security Agreement dated as of November 1, 2000 (collectively, the "Loan Agreement"). In connection with the Loan Agreement, Borrower executed an Intellectual Property Security Agreement dated as of December 9, 1999, as amended by that certain First Amendment to Intellectual Property Security Agreement dated as of November 1, 2000, a Warrant to Purchase Stock dated as of December 9, 1999, as amended by that certain First Amendment to Warrant to Purchase Stock dated as of February 23, 2000, and that certain Warrant to Purchase Stock dated as of November 1, 2000 (collectively with the Loan Agreement, the "Loan Documents"). Each of the Loan Documents refers to Borrower as "KEYSTROKE.COM, INC." Borrower has changed its name as reflected in Exhibit A attached hereto, and this Amendment corrects the name of Borrower in each of the Loan Documents. Additionally, the parties desire to amend the Loan Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. All references in the Loan Documents to "KEYSTROKE.COM, INC." shall mean and refer to "KEYSTROKE TECHNOLOGY SOLUTIONS, INC."

2. Borrower may not request or receive any additional Credit Extensions.

3. Section 6.12 of the Loan Agreement is hereby amended in its entirety to read as follows:

6.12 New Equity. After August 30, 2000 and on or before February 28, 2001, Borrower shall receive cash proceeds from the sale and issuance of its equity or convertible debt securities to institutional venture capital investors or strategic investors satisfactory to Bank in an amount of at least Three Million Dollars (\$3,000,000) (the "\$3MM Round"). Additionally, after the \$3MM Round and on or before May 31, 2001, (i) Borrower shall receive cash proceeds from the sale and issuance of its equity securities to institutional venture capital investors or strategic investors satisfactory to Bank in an amount of at least Seven Million Dollars (\$7,000,000) and (ii) all Borrower's outstanding convertible debt shall be converted into Borrower's equity securities. Borrower shall deliver to Bank a subordination agreement, in form and substance satisfactory to Bank, signed by each holder of its convertible debt on or before the date on which such convertible debt is issued by Borrower, in compliance with Section 7.4 of this Agreement.

4. Bank waives Borrower's violation of Section 6.12 of the Loan Agreement, as such section was in effect prior to this Amendment. Bank does not waive Borrower's obligations under Section 6.12 of the Loan Agreement after the date of this Amendment, and Bank does not waive any other failure by Borrower to perform its Obligations under the Loan Documents. This waiver is not a continuing waiver with respect to any failure to perform any Obligation after the date of this Amendment.

5. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Loan Agreement. The Loan Documents, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set

forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Loan Documents, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements entered into in connection with the Loan Documents.

6. Borrower represents and warrants that the representations and warranties contained in the Loan Documents are true and correct as of the date of this Amendment, and that no Event of Default has occurred and is continuing.

7. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

8. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

(a) this Amendment, duly executed by Borrower; and

(b) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

KEYSTROKE TECHNOLOGY SOLUTIONS,
INC.

By: *Heather K. O'Keefe*
Title: *VP Finance*

IMPERIAL BANK

By: *[Signature]*
Title: *VP*

Exhibit A
Articles of Amendment

Gray Cary\PA\10105660.7
1090371-928100

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TRADEMARK
REEL: 002250 FRAME: 0790

ARTICLES OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
KEYSTROKE.COM, INC.

STATE OF WASHINGTON

JAN 31 2001

SECRETARY OF STATE

THESE ARTICLES OF AMENDMENT of the Articles of Incorporation of KEYSTROKE.COM, INC., a Washington corporation, are hereby executed and delivered for filing in accordance with the provisions of Section 23B.10.060 of the Washington Business Corporation Act:

- 1. The name of the corporation is **KEYSTROKE.COM, INC.**
- 2. Article I of the Articles of Incorporation of the corporation is hereby amended to

read as follows:

ARTICLE I
Name

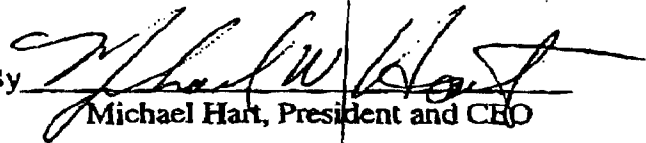
The name of the corporation is **KEYSTROKE TECHNOLOGY SOLUTIONS, INC.**

- 3. The above amendment was adopted on January 11, 2001.
- 4. The above amendment was duly approved by the Board of Directors of the

corporation, without shareholder action, in accordance with the provisions of Section 23B.10.020(5) of the Washington Business Corporation Act. Shareholder action was not required to effect this amendment.

DATED this 20th day of January, 2001.

KEYSTROKE.COM, INC.

By 
Michael Hart, President and CEO

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