

03-21-2001

FORM PTO-1594  
(Rev 5-93)



101643925

COVER SHEET  
FILE

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorab

Record the attached original documents or copy thereof.

101643925

1. Name of conveying party(ies):

LANDACORP, INC.

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

[X] Security Agreement

[ ] Other

[ ] Merger

[ ] Change of Name

Execution Date: February 24, 2000

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

Name: IMPERIAL BANK

Address: 226 Airport Parkway

City: San Jose State: CA

Zip: 95110

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: a California chartered bank

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)

75/738,069

75/738,063

B. Trademark Registration No.(s)

2,193,444

Additional numbers attached? [ ] Yes [X] No

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

Name: Evelyn G. Santiago  
Internal Address: GRAY CARY WARE & FREIDENRICH  
400 Hamilton Avenue  
Palo Alto, California 94301

6 Total number of applications and registrations involved:

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

[ X ] Enclosed

[ ] Authorized to be charged to deposit account

8. Deposit account number:

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

RECEIVED  
2001 MAR 21 AM 10:10  
ASSIGNMENT SERVICES  
DIVISION

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.

Evelyn G. Santiago

Name of Person Signing

Signature

March 20, 2001

Date

Total number of pages comprising cover sheet: [14]

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

Gray Cary\PA\896975.2  
1090371-914000

TRADEMARK  
REEL: 002254 FRAME: 0435

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of February 24, 2000, by and between LANDACORP, INC., a Delaware corporation ("Grantor"), and IMPERIAL BANK, a California chartered bank ("Secured Party").

### RECITALS

A. Bank has agreed to make certain advances of money and/or to extend certain financial accommodation to Grantor (the "Loan") in the amounts and manner set forth in that certain Credit Agreement dated as of February 2, 1999, as amended by that certain First Amendment to Landa Management Systems, Inc. Credit Agreement effective as of March 23, 1999, as amended by that certain Letter dated August 26, 1999 from Kathy Rosner-Galitz, of Imperial Bank, to Mr. Stephen Kay, CFO and Mr. Eugene Santa Cattarina, CEO, of Landa Management Systems, Inc., and as amended thereafter, by and between Bank and LANDA MANAGEMENT SYSTEMS CORPORATION, a California corporation ("Landa Corporation"), whose interest has been assigned to and assumed by Grantor, and amended by that certain Consent, Assignment, Assumption, and Amendment Agreement dated of even date herewith by and between Landa Corporation, Grantor, and Bank (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 Loan 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. In order to induce Secured Party to enter into the Loan Agreement, Grantor has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Grantor to Secured Party.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with

and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Agreement constitutes an assignment;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(e) Grantor shall deliver to Secured Party within (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this

Agreement. Grantor shall register or cause to be registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product prior to the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C). Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral;

(h) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts if Grantor is required, in its commercially reasonable judgment, to accept such provisions; and

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and

Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Bank or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Documents; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN AGREEMENT, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

900 Fortress Street, Suite 100  
Chico, CA 95973

LANDACORP, INC.

By:  \_\_\_\_\_

Its: \_\_\_\_\_

Attn: Cindy Dickenson

SECURED PARTY

Address of Secured Party:

226 Airport Parkway  
San Jose, CA 95110-1024

IMPERIAL BANK

By:  \_\_\_\_\_

Its: \_\_\_\_\_

Attn: Corporate Banking Center

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MAXSYS II	TX4-893-505	06/10/99

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>
Landacorp	2,193,444	10/06/98
MAXMC	75-738,069	06/28/99
MAXSYS	75-738,063	06/28/99

## CONSENT, ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

This Consent, Assignment, Assumption and Amendment Agreement (this "Agreement") is made as of February 24, 2000, by and between LANDA MANAGEMENT SYSTEMS CORPORATION, a California corporation ("Landa Corporation"), LANDACORP, INC., a Delaware corporation ("Landacorp"), and Imperial Bank ("Bank").

### Recitals

A. Bank has made certain loans to Landa Corporation, pursuant to that certain Credit Agreement dated as of February 2, 1999, as amended by that certain First Amendment to Landa Management Systems, Inc. Credit Agreement effective as of March 23, 1999, as amended by that certain Letter dated August 26, 1999 from Kathy Rosner-Galitz, of Imperial Bank, to Mr. Stephen Kay, CFO and Mr. Eugene Santa Cattarina, CEO, of Landa Management Systems, Inc., and as amended thereafter (collectively, the "Loan Agreement"). Except as otherwise defined herein, capitalized terms shall have the meaning assigned in the Loan Agreement.

B. Landa Corporation and Landacorp have entered into an Agreement and Plan of Merger of Landacorp, Inc. a Delaware Corporation and Landa Management Systems Corporation a California Corporation dated as of November 10, 1999 (the "Merger Agreement") pursuant to which Landa Corporation will merge with and into Landacorp, a wholly owned subsidiary of Landa Corporation, and Landacorp will continue as the surviving corporation (the "Merger"). Pursuant to the Loan Agreement, Bank must consent to such Merger.

C. Landacorp desires to assume all obligations of Landa Corporation under the Loan Agreement (the "Assumption").

D. Landacorp, Landa Corporation, and Bank desire to amend the Loan Agreement.

E. Landacorp and Landa Corporation have requested Bank's consent to such Merger and Assumption, and Bank desires to grant such consent, provided Landacorp assumes all obligations of Landa Corporation under the Loan Agreement to Bank in accordance with this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Assumption. Landa Corporation hereby assigns to Landacorp, and Landacorp assumes all obligations of Landa Corporation, including, but not limited to, the payment of any amounts outstanding (including but not limited to Bank's expenses, fees, attorneys's fees, and collection fees), under the Loan Agreement. Landacorp confirms that, to secure such performance, Landacorp grants Bank a security interest in its property described on Exhibit A attached hereto (the "Collateral").

2. Definitions. Wherever the name "Landa Management Systems Corporation" appears in any Loan Agreement and any related documents (the "Loan Documents") it shall mean Landacorp. Any reference in the Loan Documents to Borrower, the undersigned or other terms that refer to Landa Corporation shall mean and refer to Landacorp.

3. Representations and Warranties. Landacorp confirms that the Representations and Warranties set forth in Article 2 of the Loan Agreement are true and correct as of the date hereof and will remain so after giving effect to the Merger.

4. Consent; Waiver. Bank consents to the merger of Landa Corporation into Landacorp pursuant to the Merger Agreement. Except for any failure to repay any obligations when due under the

Loan Agreement, Bank waives any Events of Default under the Loan Agreement arising out of the transactions effected by the Merger Agreement.

5. Amendment to Loan Agreement.

5.1 Section 1, 1.01(a)(2) is hereby replaced in its entirety by the following:

“(2) Eighty percent (80%) of Eligible Accounts, not to exceed \$2,000,000 as such Eligible Accounts may be adjusted from time to time as provided under Section 4.21 hereof (the “Borrowing Base”) and in no event more than the difference between (i) \$2,000,000 and (ii) the sum of (a) the Credit Card Limit (defined below), (b) the face amount of outstanding Letters of Credit (defined below), including drawn but unreimbursed Letters of Credit, and (c) the aggregate principal amount of all Term Loans (as defined below) outstanding, as such amount may vary from time to time (the “ABL Line of Credit”). The sum of (i) outstanding ABL Loans, (ii) the Credit Card Limit, and (iii) the face amount of outstanding Letters of Credit, including drawn but unreimbursed Letters of Credit, shall be defined as the “Revolving Loans.”

5.2 The second sentence in the last paragraph in Section 1, 1.01(a) is hereby amended to read as follows:

“Any commitment of Bank, pursuant to the terms of this Agreement, to make ABL Loans or issue Letters of Credit shall expire on February 1, 2000, subject to Bank’s right to renew said commitment in its sole and absolute discretion at Borrower’s request.”

5.3 The last sentence in the last paragraph in Section 1, 1.01(a) is hereby amended to read as follows:

“Borrower promises to pay to Bank the entire outstanding unpaid principal balance (and all accrued unpaid interest thereon) of the Revolving Loans on the earlier of demand by Bank or March 31, 2000 (“ABL Maturity Date”).”

5.4 The following new Section 1, 1.01(h) is hereby added to the Loan Agreement:

“(h) **Credit Card Sublimit.** Subject to the terms and conditions of this Agreement, Borrower may request corporate credit cards with an aggregate limit not in excess of One Hundred Thousand Dollars (\$100,000), provided that availability under the ABL Line of Credit shall be reduced by the aggregate limit of the corporate credit cards issued to Borrower (the “Credit Card Limit”). Any amount which becomes due or owing to Bank in connection with the issuance of credit cards under this Section 1, 1.01(h) shall be treated as an ABL Loan under Section 1, 1.01(a). The terms and conditions (including repayment) of such credit cards shall be subject to the terms and conditions of the Bank’s form of standard credit card application and agreement.”

5.5 The following new Section 1, 1.01(i) is hereby added to the Loan Agreement:

“(i) **Letters of Credit.**

(a) Subject to the terms and conditions of this Agreement, Bank agrees to issue or cause to be issued letters of credit for the account of Borrower (each, a “Letter of Credit” and collectively, the “Letters of Credit”) in an aggregate outstanding face amount not to exceed the ABL Line of Credit minus the aggregate outstanding ABL Loans; provided the face amount of such Letters of Credit shall not in any case exceed \$100,000 in the aggregate. All Letters of Credit shall be, in form and substance, acceptable to Bank in its sole discretion and shall be subject to the terms and

conditions of Bank's form of standard application and letter of credit agreement. On any drawn but unreimbursed Letter of Credit, the unreimbursed amount shall be deemed an ABL Loan under Section 1, 1.01(a). No Letter of Credit may have an expiration date later than the ABL Maturity Date.

(b) The obligation of Borrower to immediately reimburse Bank for drawings made under Letters of Credit shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement and such Letters of Credit, under all circumstances whatsoever. Borrower shall indemnify, defend, protect, and hold Bank harmless from any loss, cost, expense or liability, including, without limitation, reasonable attorneys' fees, arising out of or in connection with any Letters of Credit, except for expenses caused by Bank's gross negligence or willful misconduct."

5.6 Section 1, 1.02(c) is hereby replaced in its entirety with the following:

**"Term Loan Payment.** Borrower promises to pay outstanding interest accruing monthly on the outstanding Term Loans on or before the second day of each month, commencing with the month immediately following the Term Availability End Date. Borrower promises to repay the entire outstanding principal balance (and all accrued unpaid interest thereon) under the Term Loans on March 31, 2000. Interest on the Term Loans shall accrue at a variable rate of interest equal to one percent (1.0%) per annum in excess of the Prime Rate, as defined below."

6. Bank waives Borrower's obligation to comply with Section 4.08, 4.09, 4.10, 4.11 for the period of time beginning September 30, 1999 and ending March 31, 1999. The above waiver is specific as to time and content 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 Agreement.

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

- a. evidence that (i) all stockholders of both Landa Corporation and Landacorp have approved the Merger Agreement and (ii) the Merger is effective and complete;
- b. this Consent, Assignment, Assumption and Amendment Agreement, duly executed by all parties;
- c. Corporate Resolutions to Borrow executed by Landacorp;
- d. an Intellectual Property Security Agreement executed by Landacorp;
- e. evidence of (i) the change of ownership (i.e. transmittal letters to the United States Patent and Trademark Office and the United States Copyright Office), including the assignment of the entire interest and goodwill, of the Intellectual Property Collateral (as defined in the Loan Agreement) from Landa Corporation to Landacorp, and (ii) Landacorp's compliance with Section 3(g) of the Intellectual Property Security Agreement;
- f. UCC-1 financing statement executed by Landacorp to be filed with the California Secretary of State;
- g. a nonrefundable Loan Fee of One Thousand Dollars (\$1000), plus all Bank expenses, costs, and fees (including, but not limited to, attorneys' fees) incurred to date; and
- h. such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

8. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

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

LANDA MANAGEMENT SYSTEMS  
CORPORATION

By: \_\_\_\_\_ 

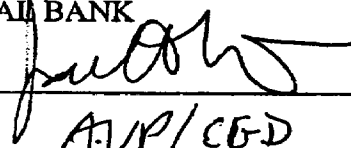
Title: COO/CEO

LANDACORP, INC.

By: \_\_\_\_\_ 

Title: COO/CEO

IMPERIAL BANK

By: \_\_\_\_\_ 

Title: AVP/CEO

DEBTOR: LANDACORP, INC.  
SECURED PARTY: IMPERIAL BANK

EXHIBIT A

COLLATERAL DESCRIPTION ATTACHMENT  
TO LOAN AND SECURITY AGREEMENT

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created, written, produced or acquired, including, but not limited to:

(i) all accounts receivable, accounts, chattel paper, contract rights (including, without limitation, royalty agreements, license agreements and distribution agreements), documents, instruments, money, deposit accounts and general intangibles, including, without limitation, returns, repossessions, books and records relating thereto, and equipment containing said books and records, all investment property, including securities and securities entitlements;

(ii) all software, computer source codes and other computer programs (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, United States of America and foreign, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Bank (herein referred to as "Bank" or "Secured Party") to sue in its own name and/or the name of the Debtor for past, present and future infringements of copyright;

(iii) all goods, including, without limitation, equipment and inventory (including, without limitation, all export inventory);

(iv) all guarantees and other security therefor;

(v) all trademarks, service marks, trade names and service names and the goodwill associated therewith;

(vi) (a) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) licenses pertaining to any patent whether Debtor is licensor or licensee, (c) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (d) the right (but not the obligation) to sue for past, present and future infringements thereof, (e) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (f) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing (all of the foregoing patents and applications and interests under patent license agreements, together with the items described in clauses (a) through (f) in this paragraph are sometimes herein individually and collectively referred to as the "Patents"); and

(vii) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.