

05-04-2001



FORM PTO-1-31-92

RECU 101700438

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

TRADEMARKS ONLY

4.23.01

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

1. Name of conveying party(ies): <b>Infocruiser, Inc.</b> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: Loan Documentation <del>HG150</del> <b>HA155</b> 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 checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" 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: <b>3/7/01</b>	<b>APR 23 2001</b>

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

A. Trademark Application No.(s) <b>78/025, 731</b> <b>78/009, 998</b> <b>78/038, 754</b> <b>78/038, 762</b>	B. Trademark Registration No.(s)
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Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation <del>HG150</del> <b>HA155</b> Street Address: 3003 Tasman Dr. City: Santa Clara      State: Ca      ZIP: 95054	6. Total number of applications and registrations involved: <b>4</b> 7. Total fee (37 CFR 3.41): .....s <b>115.00 E</b> <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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DO NOT USE THIS SPACE

05/03/2001 LMUELLER 00000110 78025731

01 FC:481      40.00 DP  
02 FC:482      75.00 DP

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.

**JOANNA JUCHA**  
Name of Person Signing

*Joanna Jucha*  
Signature

**3/28/01**  
Date

Total number of pages comprising cover sheet: **8**

OMB No 0651-0011 (exp 4/94)

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 7, 2001 by and between SILICON VALLEY BANK ("Bank") and INFOCRUISER, INC., a California corporation ("Grantor").

### RECITALS

A. Bank has agreed to make a certain Supplement Equipment Loan available to the Grantor (the "Supplemental Equipment Loan") in the amounts and manner set forth in that certain First Amendment to Loan and Security Agreement (the "First Amendment") by and between Bank and Grantor dated of even date herewith, which amends that certain Loan and Security Agreement dated November 12, 2000 by and among Bank and Grantor (the Loan and Security Agreement, as amended by the First Amendment and as the same may be amended, modified or supplemented from time to time, is hereinafter called the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Supplemental Equipment 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. 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 all Supplemental Equipment Advances, together with all interest thereon, and all costs and expenses now or hereafter incurred by Bank in connection therewith, 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 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:

Address of Grantor:  
InfoCruiser, Inc.  
4121 Wilson Boulevard, 6<sup>th</sup> Floor  
Arlington, Virginia 22203  
Attn: Bruce McNamer

INFOCRUISER, INC.

By: [Signature] (Seal)  
Name: [Signature]  
Title: [Signature]

BANK:

Address of Bank:  
11600 Sunrise Valley Drive  
Suite 400  
Reston, Virginia 20191  
Attn:

SILICON VALLEY BANK

By: \_\_\_\_\_  
Name:  
Title:

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.

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GRANTOR:

Address of Grantor:  
InfoCruiser, Inc.  
4121 Wilson Boulevard, 6<sup>th</sup> Floor  
Arlington, Virginia 22203  
Attn: Bruce McNamer

INFOCRUISER, INC.

By: \_\_\_\_\_ (Seal)  
Name:  
Title:

BANK:

Address of Bank:  
11600 Sunrise Valley Drive  
Suite 400  
Reston, Virginia 20191  
Attn:

SILICON VALLEY BANK

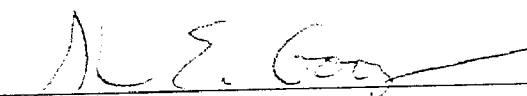
By:   
Name: Dawn E. Curran  
Title: VP

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Code relating to certain software developed by  
InfoCruiser

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
"System and Method for Routing Database Requests to a Database and a Cache"	Filed November 15, 2000	Utility Application No.: 09/711,881
"System and Method for Delivering Dynamic Content Using Content Delivery Servers"	Filed November 30, 2000	Provisional Application No.: 60/253,939
"System and Method for Adaptive Data Caching"	Filed February 8, 2001	Utility Application No.: 09/778,716

EXHIBIT C

Trademarks

MARK/COUNTRY	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/SERVICES	CURRENT STATUS
<p>CRUISE CONTROLLED United States</p>	<p>Serial No. 78/025,731</p>	<p>Class 9: database caching and content delivery software for information, data, streaming media and document manipulation, management, searching, archiving, retrieval and delivery on a global computer network or local area network; computer hardware namely cpus, circuit boards, disk drives, backplanes, disk controllers, ethernet controllers, power supplies, fans and ram; manuals and documents sold as a unit therewith</p>	<p>Filed: 9/13/00 (on the basis of intended use) Application assigned to Examiner 2/15/01</p>
<p>INFOCRUISER United States</p>	<p>Serial No. 78/009,998</p>	<p>Class 9: computer software for temporarily storing data in a cache; communications software, namely software used to access, view and transmit information and data from global computer networks; computer software for searching, retrieving, archiving and transmitting information and documents on a global computer network or local area network; computer hardware, namely, cpus, circuit boards, disk drives, backplanes, disk controllers, network interfaces, power supplies, fans and ram drives; and user manuals and documents sold as a unit therewith</p>	<p>Filed: 5/24/00 (on the basis of intended use) Approved for publication 11/20/00</p>

MARK/COUNTRY	APPLICATION/ REGISTRATION NO.	CLASS/GOODS/SERVICES	CURRENT STATUS
IQ-CACHE United States	Serial No. 78/038,754	Class 9: computer software for temporarily storing data in a cache; communications software, namely, software used to access, view and transmit information and data from global computer networks; computer software for searching, retrieving, archiving and transmitting information and documents on a global computer network or local area network; computer hardware, namely, cpu's, circuit boards, disk drives, backplanes, disk controllers, network interfaces, power supplies, fans and ram drives; and user manuals and documents sold as a unit therewith	Filed: 12/11/00 (on the basis of intended use)  Application not yet assigned to an Examiner
TELE-CACHE United States	Serial No. 78/038,762	Class 9: computer software for temporarily storing data in a cache; communications software, namely, software used to access, view and transmit information and data from global computer networks; computer software for searching, retrieving, archiving and transmitting information and documents on a global computer network or local area network; computer hardware, namely, cpu's, circuit boards, disk drives, backplanes, disk controllers, network interfaces, power supplies, fans and ram drives; and user manuals and documents sold as a unit therewith	Filed: 12/11/00 (on the basis of intended use)  Application not yet assigned to an Examiner

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