

05-24-2001



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FORM PTO-1594
(Rev 5-93)

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.

<p>1. Name of conveying party(ies): MAINCONTROL, INC.</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: DELAWARE Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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</p> <p>Execution Date: April 15, 1999</p>	<p>2. Name and address of receiving party(ies): Name: IMPERIAL BANK Address: 226 AIRPORT PARKWAY City: SAN JOSE State: CA Zip: 95110</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other: a California chartered bank</p> <p>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 checked="" type="checkbox"/> No</p>
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4. Application number(s) or trademark number(s):	
A. Trademark Application No.(s) 75/709,769 75/450,954	B. Trademark Registration No.(s) 2,252,916 2,342,117 2,107,621
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Evelyn G. Santiago Internal Address: GRAY CARY WARE & FREIDENRICH 400 Hamilton Avenue Palo Alto, California 94301-1825</p>	<p>6 Total number of applications and registrations involved: 5</p> <p>7. Total fee (37 CFR 3.41) \$ 140.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>
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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		May 23, 2001
Name of Person Signing	Signature	Date

Total number of pages comprising cover sheet: [8]

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

(05/24/2001 6TON11 00000243 75709769)

01 FC:401 40.00 DP
02 FC:402 100.00 DP

RECEIVED
 2001 MAY 23 AM 11:00
 ASSIGNMENT SERVICES
 DIVISION

Gray Cary\SD\1277661.2
1090371-913600

TRADEMARK
REEL: 002302 FRAME: 0525

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 15, 1999 by and between IMPERIAL BANK ("Bank") and MAINCONTROL, INC. ("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 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. 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 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.

Address of Grantor:

8230 Boone Boulevard, Suite 200
Vienna, VA 22182
Attn: David J. Piper

GRANTOR:

MAINCONTROL, INC.

By: David J. Piper

Title: CHIEF FINANCIAL OFFICER

Address of Bank:

226 Airport Parkway
San Jose, CA 95110
Attn: Corporate Banking Center

BANK:

IMPERIAL BANK

By: April L. Young

Title: SVP

With a copy to:

11921 Freedom Drive, Suite 920
Reston, VA 20190
Attn: April L. Young

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

ENTERPRISE EXPLORER

EXHIBIT B

Patents

NONE.

EXHIBIT C

Trademarks

TRADEMARK	COUNTRY	APPLN. NO./ FILING DATE	REG. NO./ REG. DATE	STATUS
MAINCONTROL	Canada	886 290 7/31/98	TMA525,860 03/27/00	Registered. Renewal due <i>March 27, 2015</i> .
MAINCONTROL	CTM	957332 10/13/98		Rejected. Client decided not to pursue further appeal.
MAINCONTROL	Germany	398 71 873.3 12/14/98		Pending.
MAINCONTROL - Class 42	Israel	123729 11/10/98	123729 11/4/99	Registered. Renewal due <i>November 10, 2005</i> .
MAINCONTROL - Class 9	Israel	123728 11/10/98	123728 11/4/99	Registered. Renewal due <i>November 10, 2005</i> .
MAINCONTROL - Class 42	South Africa	98/18473 10/19/98		Pending.
MAINCONTROL - Class 9	South Africa	98/18472 10/19/98		Pending.
MAINCONTROL	United States	74/676,025 5/18/95	2,107,621 10/21/97	Registered. Affidavit of Use due <i>October 21, 2003</i> . Renewal due <i>October 21, 2007</i> .
MAINCONTROL. MANAGING YOUR E-BUSINESS INFRASTRUCTURE	CTM	1249077 7/21/99	1249077 9/25/00	Registered. Renewal due <i>July 21, 2009</i> .
MAINCONTROL. MANAGING YOUR E-BUSINESS INFRASTRUCTURE	United States	75/709,769 5/20/99		Suspended pending disposition of Serial No. 75/706,522 (this application was allowed November 21, 2000).
MAINCONTROL. THE TECHNOLOGY RESOURCE MANAGEMENT COMPANY	CTM	1248681 7/21/99	1248681 9/25/00	Registered. Renewal due <i>July 21, 2009</i> .
MAINNEWS	United States	75/397,661 11/17/97	2,252,916 6/15/99	Registered. Affidavit of Use due <i>June 15, 2005</i> . Renewal due <i>June 15, 2009</i> .
MC/EMPOWER	Canada	886 291 7/13/98	TMA525,861 3/27/00	Registered. Renewal due <i>March 27, 2015</i> .
MC/EMPOWER	CTM	957431	957431	Registered. Renewal due <i>October 13, 2008</i> .

TRADEMARK	COUNTRY	APPLN. NO./ FILING DATE	REG. NO./ REG. DATE	STATUS
		10/13/98	2/24/00	
MC/EMPOWER	Germany	398 71 874.1 12/14/98	398 71 874 1/14/99	Registered. Renewal due <i>December 14, 2008.</i>
MC/EMPOWER	Israel	123727 11/10/98	123727 2/7/00	Registered. Renewal due <i>November 10, 2005.</i>
MC/EMPOWER	South Africa	98/18471 10/19/98		Pending.
MC/EMPOWER	Switzerland	00552/1999 1/22/99	471 643 4/27/00	Registered. Renewal due <i>January 22, 2009.</i>
MC/EMPOWER	United States	75/332,771 7/30/97	2,346,322 5/2/00	Registered. Affidavit of Use due <i>May 2, 2006.</i> Renewal due <i>May 2, 2010.</i>
SOFTWAREJET	United States	75/332,770 7/30/97	2,342,117 4/18/00	Registered. Affidavit of Use due <i>April 18, 2006.</i> Renewal due <i>April 18, 2010.</i>
VALUEWISE	Canada	886 292 7/31/98	TMA524,535 3/9/00	Registered. Renewal due <i>March 9, 2015.</i>
VALUEWISE	CTM	957415 10/13/98	957415 1/28/00	Registered. Renewal due <i>October 13, 2008.</i>
VALUEWISE	Germany	398 71 876.8 12/14/98	398 71 876 1/14/99	Registered. Renewal due <i>December 14, 2008.</i>
VALUEWISE	Israel	123726 11/10/98	123726 11/4/99	Registered. Renewal due <i>November 10, 2005.</i>
VALUEWISE	South Africa	98/18470 10/19/98		Pending.
VALUEWISE	Switzerland	00554/1999 1/22/99	471 644 4/27/00	Registered. Renewal due <i>January 22, 2009.</i>
VALUEWISE	United States	75/332,772 7/30/97	2,342,118 4/18/00	Registered. Affidavit of Use due <i>April 18, 2006.</i> Renewal due <i>April 18, 2010.</i>

MARK	COUNTRY	APPLN NO.	OWNER	STATUS
EMPOWER	CTM		PWA Personnel Systems Limited	Opposition filed September 5, 2000.
E.MPOWER	United States	75/823,887	Net2000 Communications Services, Inc.	Request for Extension of Time to file Notice of Opposition will be filed <i>March</i>

KEMPOWER	CTM	1638097	Kempower Oy	22, 2001.
M*POWER	CTM	1624675	Maersk Logistics International A/S	Deadline to Oppose April 2, 2001. Deadline to Oppose April 30, 2001.