

FORM PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab Settings

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

1. Name of conveying party(ies):  
Capstan Systems Inc.  
299 Kansas Street  
San Francisco, CA 94103  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State Delaware  
 Other

2. Name and address of receiving party(ies)  
Name: GATX Ventures, Inc.  
Internal  
Address: Suite 200  
Street Address: 3687 Mount Diablo Boulevard  
City: Lafayette State: CA Zip: 94549  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Delaware  
 Other

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

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
Execution Date: August 15, 2001

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
75/843873; 75/843872; 75/843871  
Additional number(s) attached?  Yes  No

B. Trademark Registration No.(s)

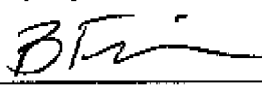
5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Barbara Friesen  
Internal Address: 1117-1-K  
Wilson Sonsini Goodrich & Rosati  
Street Address: 650 Page Mill Road  
City: Palo Alto State: CA Zip: 94304

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
23-2415 (reference client number: 22913.068)  
(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.*  
Barbara Friesen  August 16, 2001  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of August 15, 2001, is executed by CAPSTAN SYSTEMS INC., a Delaware corporation ("Debtor"), in favor of GATX VENTURES, INC. ("Secured Party").

A. Pursuant to a Loan and Security Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"), among QIVA INC. and CAPSTAN SYSTEMS INC. (each a "Borrower" and collectively, the "Borrowers"), QIVA HOLDINGS, INC. ("Parent"), and Secured Party, Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Loan Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of Section 10.05 of the Loan Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules completeness or accuracy, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.

D. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement.

Secured Party's address is: GATX Ventures, Inc.  
3687 Mount Diablo Boulevard  
Suite 200  
Lafayette, California 94549

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

CAPSTAN SYSTEMS INC.

By: [Signature]

Name: Kevin Keenley

Title: Treasurer and Secretary

Certificate of Acknowledgment

STATE OF CALIFORNIA )  
COUNTY OF San Francisco )

On Aug 7 2001 before me, Kai Wee, Notary Public of the State of California, personally appeared Kevin Keenley personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her/her/their authorized capacity(ies), and that by his/her/their signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



SCHEDULE 1-A TO GRANT OF SECURITY INTERESTTRADEMARKSMarkRegistration DateRegistration No.

None.

SCHEDULE 1-B TO GRANT OF SECURITY INTERESTTRADEMARK APPLICATIONSMarkApplication DateApplication No.

CAPSTAN SYSTEMS

November 8, 1999

75/843873

TRADEMAP

November 8, 1999

75/843872

DYNAMIC DEPLOYMENT

November 8, 1999

75/843871

**SPECIAL POWER OF ATTORNEY**

STATE OF CALIFORNIA        )  
  )  
  )        ss:  
COUNTY OF                    )

KNOW ALL PERSONS BY THESE PRESENTS, THAT CAPSTAN SYSTEMS INC., a Delaware corporation ("Debtor"), pursuant to a Loan and Security Agreement dated the date hereof (the "Loan Agreement"), between Debtor and Secured Party (as hereinafter defined) hereby appoints and constitutes GATX VENTURES, INC. ("Secured Party"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. For the purpose of evidencing and perfecting Secured Party's interest in any patent, trademark, copyright or mask work not previously assigned to Secured Party as security, or in any patent, trademark, copyright or mask work, which Debtor may acquire from a third party, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

3. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Secured Party may in its sole discretion determine.

[Remainder of page intentionally left blank]

This power of attorney is made pursuant to the Loan Agreement, and is subject to the conditions thereof and may not be revoked until the payment in full of all "Obligations" as defined in the Loan Agreement.

Dated: August 15, 2001.

CAPSTAN SYSTEMS INC.

By: [Signature]

Name: Kevin Keenley

Title: Treasurer and Secretary

**Certificate of Acknowledgment**

STATE OF CALIFORNIA )  
COUNTY OF San Francisco )

On Aug 7 2001 before me, Kai Wee, Notary Public of the State of California, personally appeared Kevin Keenley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her/her/their authorized capacity(ies), and that by his/her/their signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



(Signature page to Grant of Security Interest Trademarks - Capstan - Special Power of Attorney)