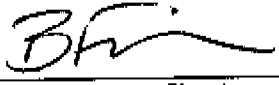


FORM PTO-1594 (Rev. 03/01) OMB No. 0851-0027 (exp. 5/31/2002)	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Qiva Holdings, Inc. 299 Kansas Street San Francisco, CA 94103 <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 Delaware <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: <u>GATX Ventures, Inc.</u> Internal Address: <u>Suite 200</u> Street Address: <u>3687 Mount Diablo Boulevard</u> City: <u>Lafayette</u> State: <u>CA</u> Zip: <u>94549</u> <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 <u>Delaware</u> <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: <u>August 15, 2001</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76/118524; 78/002903; 75/916629</u> Additional number(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No B. Trademark Registration No.(s)	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Barbara Friesen</u> Internal Address: <u>1117-1-K</u> <u>Wilson Sonsini Goodrich & Rosati</u> Street Address: <u>650 Page Mill Road</u> City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94304</u>	6. Total number of applications and registrations involved: <input checked="" type="checkbox"/> 3 7. Total fee (37 CFR 3.41) \$ <u>90</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>23-2415 (reference client number: 22913.068)</u> (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE		
9. Statement and signature. <i>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.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p style="text-align: center;"><u>Barbara Friesen</u></p> <p style="text-align: center;">Name of Person Signing</p> </div> <div style="width: 30%; text-align: center;">  <p style="text-align: center;">Signature</p> </div> <div style="width: 30%; text-align: right;"> <p style="text-align: right;"><u>August 16, 2001</u></p> <p style="text-align: right;">Date</p> </div> </div>		

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of August 15, 2001, is executed by QIVA HOLDINGS, 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") and Secured Party, Secured Party has agreed to extend certain credit facilities to Borrowers upon the terms and subject to the conditions set forth therein.

B. Debtor has entered into a Guaranty, dated as of the date hereof (the "Guaranty"), to guaranty the obligations of the Borrowers under the Loan Agreement.

C. Debtor has entered into a Security Agreement, dated as of the date hereof (the "Security Agreement"), to secure the Guaranteed Obligations (as defined in the Security Agreement) of the Debtor under the Security Agreement.

D. 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").

E. 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 Security 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 9(a) of the Security 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.

F. 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 Guaranteed Obligations, as defined in the Security 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 Guaranteed 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 Security Agreement.

Secured Party's address is: GATX VENTURES, INC.
3687 Mount Diablo Blvd.
Suite 200
Lafayette, California 94549

[Remainder of page is intentionally left blank]

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

QIVA HOLDINGS, INC.

By: [Signature]

Name: Kevin G. Keenley

Title: Secretary

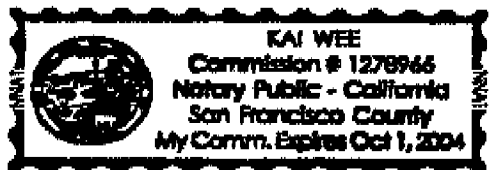
Certificate of Acknowledgment

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 INTERESTTRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
None.		

SCHEDULE I-B TO GRANT OF SECURITY INTERESTTRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
IQSHIP	08/29/00	76/118524
IQUATOR	04/06/00	78/002903
QIVA	02/09/00	75/916629

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)
)
 COUNTY OF) ss:

KNOW ALL PERSONS BY THESE PRESENTS, THAT QIVA HOLDINGS, INC., a Delaware corporation ("Debtor"), pursuant to a Security Agreement dated as of August 15, 2001 (the "Security 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 trademark not previously perfected, or in any trademark 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.

[Remainder of this page intentionally left blank]

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

Dated: August 15, 2001.

QIVA HOLDINGS, INC.

By: [Signature]

Name: Kevin G. Keenley

Title: 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)

