



07-09-2001

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Form PT 1594 (Rev. 1/01) No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

101770028

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

1. Name of conveying party(ies): 6.29.01  
 Mercator Software, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
 Name: Silicon Valley Bank  
 Internal Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street Address: 40 William Street  
 City: Wellesley State: MA Zip: 02481

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State CA  
 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  No

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
75379849

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 30

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Christopher E. Kondracki  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 2001 Jefferson Davis, Hwy.,  
Suite 505  
 City: Arlington State: VA Zip: 22202

7. Total fee (37 CFR 3.41).....\$ 765.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (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.*

Christopher E. Kondracki                      Christopher E. Kondracki                      6/29/01  
 Name of Person Signing                      Signature                      Date

07/05/2001 DBYRME 00000235 75379849

40.00 DP  
725.00 DP

Total number of pages including cover sheet, attachments, and document: 17  
 Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

**Trademark Applications  
Continuation of Item 4A**

<b>Mark</b>	<b>Filing Date</b>	<b>Applications</b>
TSI Soft and Design	10/27/97	75/379,849
M-Shaped Paper Airplane Design	1/13/00	75/896,267
M-Shaped Paper Airplane Design	1/13/00	75/896,266
M-Shaped Paper Airplane Design	1/13/00	75/896,265
The E-Business Transformation Company	2/15/00	75/919,983
The E-Business Transformation Company	2/15/00	75/919,982
The E-Business Transformation Company	2/15/00	75/919,981
Mymercator	6/7/00	76/064,783
Mymercator	6/7/00	76/064,784
Mymercator	6/7/00	76,064,782
Mymercator.com	6/7/00	76/064,781
Mymercator.com	6/7/00	76/064,780
Mymercator.com	6/7/00	76/064,779
Jbusiness	2/25/98	75/439,911

**Trademark Registrations  
Continuation of Item 4B**

<b>Mark</b>	<b>Filing Date</b>	<b>Registrations</b>
TSI (Block Letter)	04/02/86	1,622,107
Key/Master	09/11/75	1,054,242
Task/Master	1/20/71	946,062
Trading Partner	12/18/89	1,660,560
Easypath	3/19/93	1,847,603
Easylogic	5/18/90	1,644,296
Translate	11/14/86	1,475,704
Trading Partner	12/11/89	1,615,543
Mercator (Class 9)	12/13/91	1,829,798
Mercator (Class 9)	6/4/98	2,281,097
Mercator (Class 42)	7/6/98	2,274,277
Mercator (Class 41)	7/8/98	2,274,290
TSI Soft and Design	8/19/96	2,221,935
Businesslink	7/28/97	2,193,582
Novera EPIC	11/14/96	2,168,474
Novera	6/13/96	2,120,543

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 22<sup>nd</sup> day of June, 2001 by and between **MERCATOR SOFTWARE, INC.**, a Delaware corporation with its principal place of business at 45 Danbury Road, Wilton, Connecticut 06897 ("Grantor"), and **SILICON VALLEY BANK**, a California banking corporation ("Lender").

## RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Accounts Receivable Financing Agreement of even date herewith, between Grantor and Lender, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Borrower, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 (as defined therein).

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 Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees 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 Lender (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(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) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on EXHIBIT D attached hereto (collectively, the "Mask Works");

TRADEMARK

REEL: 002325 FRAME: 0145

(g) Any and all claims for damages by way of past, present and future infringements 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;

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

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

(j) 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 IP Agreement.

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

(a) Other than with respect to components on portions of software which Grantor has licensed from third parties, Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any intellectual property agreement to 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 IP Agreement constitutes a security interest.

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

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

(e) Grantor shall promptly advise Lender of any material adverse 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, Copyright, or Mask Work specified in this IP Agreement;

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

(g) Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest in the Intellectual Property

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 and Mask Works 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 IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property 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 Lender'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 interest in any property included within the definition of the Intellectual property 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.

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

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender 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 Lender 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 Intellectual Property 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, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, 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 Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's

discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

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

(a) An Event of Default occurs under the Loan Agreement; or any document from Grantor to Lender; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

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

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender 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 IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all deeds, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, free and clear of all liens granted hereunder (including duly executed UCC-3 termination statements under the Code), subject to any disposition thereof which may have been made by Lender pursuant hereto. In the case of United States patents, trademarks or copyrights, Lender shall execute and deliver to Grantor a release in the form attached hereto as Exhibit E.

11. 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.

12. Attorneys' Fees. If any action relating to this IP 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.

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

14. Counterparts. This IP 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.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

16. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Borrower; (ii) to prospective transferees or purchasers of any interest in the Loans provided, however, Lender shall use commercially reasonable efforts to obtain from such transferee or purchaser an agreement to be bound by the terms of this provision; (iii) as required by law, regulation, subpoena, or other judicial order, (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender does not know that the third party is prohibited from disclosing the information.

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

GRANTOR:

MERCATOR SOFTWARE, INC.

By: Gerald Klein

Name: GERALD E. KLEIN

Title: SECRETARY

640210.3



EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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(see Attached)

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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(see Attached)

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>
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Grantor's two (2) main products are "Mercator Commerce Broker" and "Mercator Enterprise Broker". In addition to the registered copyrights listed in Schedules A and B, Grantor has rights to unregistered copyrights in substantial portions of all of its products, including the following: MERCATOR, TRADING PARTNER, KEY MASTER, ON CALL\*EDI, MERCATOR INTEGRATION BROKER, MERCATOR COMMERCE BROKER, MERCATOR ENTERPRISE BROKER, MERCATOR TRADING PARTNER PC, MERCATOR ASN COMPLETE, MERCATOR WEB BROKER, MERCATOR DESKTOP and MERCATOR TRADING PARTNER.

**Exhibit A (Including Schedules A and B)**  
**To Silicon Valley Bank/Mercator Agreement**

Mercator, Inc.

**Copyright Report for Registered Copyrights and Pending Applications**

CLIENT	MATTER	COUNTRY	BILL ATTY	STATUS	NAME	FILING		ISSUE		REG NO
						DATE	SERIAL NO	DATE	SERIAL NO	
00992	C0033B	United States	GSW	Registered	KEY/MASTER DATA INPUT SOFTWARE	1979/06/01	TX3 378-405	1992/09/04	TX3 378-405	
00992	C0033C	United States	GSW	Registered	KEY/MASTER RELEASE 5.0	1992/09/08	TX3 377-402	1992/09/08	TX3 377-402	
00992	C0033D	United States	GSW	Registered	KEY/MASTER RELEASE 5.1	1992/09/04	TX3 376-852	1992/09/04	TX3 376-852	
00992	C0033E	United States	GSW	Registered	KEY/MASTER DATA INPUT SOFTWARE	1979/06/01	TX3-382-262	1992/09/16	TX3-382-262	
00992	C0065A	United States	GSW	Registered	Trading Partner Mainframe - Original Version	1995/01/26	TX3 996-760	1995/01/26	TX3 996-760	
00992	C0065B	United States	GSW	Registered	Trading Partner Mainframe - Version 2.4	1995/01/26	TX3 996-761	1995/01/26	TX3 996-761	
00992	C0066A	United States	GSW	Registered	Trading Partner P.C. - Original Version	1995/01/26	TX3 994-254	1995/01/26	TX3 994-254	

**Exhibit A (Including Schedules A and B)**  
**To Silicon Valley Bank/Mercator Agreement**  
**Mercator, Inc.**  
**Copyright Report for Registered Copyrights and Pending Applications**

CLIENT	MATTER	COUNTRY	BILL ATTY	STATUS	NAME	FILING		ISSUE DATE	REG NO
						DATE	SERIAL NO		
00992	C0065B	United States	GSW	Registered	Trading Partner P.C. - Version 4.3	1995/01/26	TX3 980-888	1995/01/26	TX3 980-888
00992	C0068A	United States	GSW	Registered	ONCALL * EDI	1995/01/03	TX3 984-430	1995/01/03	TX3 984-430
00992	C0076A	United States	GSW	Pending	MERCATOR				
00992	C0206A	United States	GSW	Registered	HUB BROKERAGE SYSTEM Version 1.0	2000	TXu-912-660	2000/03/13	TXu-912-660
00992	C0207A	United States	GSW	Registered	FL KIT Version 1.0	2000	TXu-912-661	2000/03/13	TXu-912-661
00992	C0208A	United States	GSW	Registered	HUB ENCRYPTION SOFTWARE Version 1.0	1999	TXu-912-662	2000/03/13	TXu-912-662

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated June 22, 2001.

EXHIBIT "B"

PATENTS

PATENT

<u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
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NONE

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated Jan 22, 2001.

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK</u> <u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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(see Attached)

**Exhibit C**  
**To Silicon Valley Bank/Mercator Agreement**  
**Mercator, Inc.**  
**U.S. Trademark Report for Issued Registrations and Pending Applications**

CLIENT	MATTER	COUNTRY	BILL	CLASS	STATUS	NAME	FILING DATE	SERIAL NO	ISSUE DATE	REG NO
00992	T0001A	United States	GSW	TMK	Registered	TSI (BLOCK LETTERS)	1986/04/02	73/591,175	1990/11/13	1,622,107
00992	T0015A	United States	GSW	TMK	Registered	KEY/MASTER	1975/09/11	73/062,738	1976/12/14	1,054,242
00992	T0020A	United States	GSW	TMK	Registered	TASK/MASTER	1971/01/20	72/381,499	1972/10/24	946,062
00992	T0029A	United States	GSW	TMK	Registered	TRADING PARTNER	1989/12/18	74/011,828	1991/10/15	1,660,560
00992	T0030B	United States	GSW	TMK	Registered	EASYPATH	1993/03/19	74/369,720	1994/08/02	1,847,603
00992	T0031A	United States	GSW	TMK	Registered	EASYLOGIC	1990/05/18	74/060,535	1991/05/14	1,644,296
00992	T0032A	United States	GSW	TMK	Registered	TRANSLATE	1986/11/14	73/630,402	1988/02/09	1,475,704
00992	T0055A	United States	GSW	TMK	Registered	TRADING PARTNER	1989/12/11	74/009,319	1990/10/02	1,615,543
00992	T0060A	United States	GSW	TMK	Registered	MERCATOR (Class 9)	1991/12/13	74/229,939	1994/04/05	1,829,798
00992	T0060B	United States	GSW	TMK	Registered	MERCATOR (Class 9)	1998/06/04	75/496,348	1999/09/28	2,281,097

**Exhibit C**  
**To Silicon Valley Bank/Mercator Agreement**  
**Mercator, Inc.**  
**U.S. Trademark Report for Issued Registrations and Pending Applications**

CLIENT	MATTER	COUNTRY	BILL ATTY	CLASS	STATUS	NAME	FILING DATE	SERIAL NO	ISSUE DATE	REG NO
00992	T0060C	United States	GSW	TSM	Registered	MERCATOR (Class 42)	1998/07/06	75/513,974	1999/08/31	2,274,277
00992	T0060D	United States	GSW	TSM	Registered	MERCATOR (Class 41)	1998/07/08	75/515,072	1999/08/31	2,274,290
00992	T0079A	United States	GSW	TMK	Registered	TST SOFT and Design	1996/08/19	75/152,032	1999/02/02	2,221,935
00992	T0079C	United States	GSW	TSM	Pending	TST SOFT and Design	1997/10/27	75/379,849		
00992	T0086A	United States	GSW	TSM	Registered	BUSINESSLINK	1997/07/28	75/332,021	1998/10/06	2,193,582
00992	T0135A	United States	GSW	TMK	Suspended	M-SHAPED PAPER AIRPLANE DESIGN	2000/01/13	75/896,267		
00992	T0135B	United States	GSW	TSM	Allowed	M-SHAPED PAPER AIRPLANE DESIGN	2000/01/13	75/896,266		
00992	T0135C	United States	GSW	TSM	Allowed	M-SHAPED PAPER AIRPLANE DESIGN	2000/01/13	75/896,265		
00992	T0136A	United States	GSW	TMK	Suspended	THE E-BUSINESS TRANSFORMATION COMPANY	2000/02/15	75/919,983		
00992	T0136B	United States	GSW	TSM	Suspended	THE E-BUSINESS TRANSFORMATION COMPANY	2000/02/15	75/919,982		

**Exhibit C**  
**To Silicon Valley Bank/Mercator Agreement**  
**Mercator, Inc.**  
**U.S. Trademark Report for Issued Registrations and Pending Applications**

CLIENT	MATTER	COUNTRY	BOLL	CLASS	STATUS	NAME	FILING DATE	SERIAL NO	ISSUE DATE	REG NO
00992	T0136C	United States	GSW	TSM	Suspended	THE E-BUSINESS TRANSFORMATION COMPANY	2000/02/15	75/919,981		
00992	T0156A	United States	GSW	TMK	Published	MYMERCATOR	2000/06/07	76/064,783		
00992	T0156B	United States	GSW	TSM	Published	MYMERCATOR	2000/06/07	76/064,784		
00992	T0156C	United States	GSW	TSM	Published	MYMERCATOR	2000/06/07	76/064,782		
00992	T0162A	United States	GSW	TMK	Published	MYMERCATOR.COM	2000/06/07	76/064,781		
00992	T0162B	United States	GSW	TSM	Published	MYMERCATOR.COM	2000/06/07	76/064,780		
00992	T0162C	United States	GSW	TSM	Published	MYMERCATOR.COM	2000/06/07	76/064,779		
00992	T0163A	United States	GSW	TMK	Suspended	JBUSINESS	1998/02/25	75/439,911		
00992	T0164A	United States	GSW	TMK	Registered	NOVERA EPIC	1996/11/14	75/197,621	1998/06/23	2,168,474
00992	T0166A	United States	GSW	TMK	Registered	NOVERA	1996/06/13	75/118,134	1997/09/12	2,120,543



Exhibit "D" attached to that certain Intellectual Property Security Agreement dated 6/22, 2001.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK</u>				
<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>

NONE

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