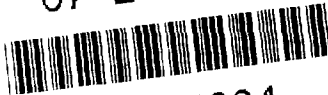


07-20-2001



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7-17

To the Honorable Commissioner of Patents and

1. Name of conveying party(ies):

LiveWire Logic, Inc.

- Individual
- General Partnership
- Corporation-State: Delaware
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 18, 2001

4. Application number(s) or registration number(s)

A. Trademark Application No(s): 76/231412, 76/231413

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

W. Christopher Matton
Kilpatrick Stockton LLP
3737 Glenwood Avenue, Suite 400
Raleigh, North Carolina 27612

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ ~~40.00~~ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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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.

W. Christopher Matton
Name of Person Signing

[Signature]
Signature

May 18, 2001
Date

07/19/2001 TDIAZI 00000089 76231412

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated May 18, 2001, is between SILICON VALLEY BANK ("Bank") and LIVEWIRE LOGIC, INC. ("Grantor").

RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement (the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, and Patents.

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property (as defined in the Loan Agreement and including, without limitation, the Copyrights, Patents, and Trademarks listed on Schedules A, B, and C), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

SILICON VALLEY BANK

Andrew A. Rini
(Signature)

Sr. Vice President
(Title)

GRANTOR:

Risa Warner
(Signature)

CEO
(Title)

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Application
Number

Application
Date

Patent Title: METHODS, SYSTEMS, AND COMPUTER
PROGRAM PRODUCTS FOR PROVIDING AUTOMATED
CUSTOMER SERVICE VIA AN INTELLIGENT VIRTUAL
AGENT THAT IS TRAINED USING CUSTOMER-AGENT
CONVERSATIONS

Provisional application
serial number
60/269032

February 15,
2001

EXHIBIT C

Trademarks

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Word Mark "LIVEWIRE LOGIC" Filing Basis: intent to use	Serial Number 76231413	March 27, 2001
Logo Mark "LIVEWIRE LOGIC" Filing Basis: intent to use	Serial Number 76231412	March 27, 2001