

08-07-2001

FORM PTO-

1-31-92

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HEET

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

101801688

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

1. Name of conveying party(ies):
The Prokhorov Group, Inc. *07/31/01*

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: Loan Documentation ~~HC150~~ **HA150**
Street Address: 3003 Tasman Drive
City: Santa Clara State: Ca ZIP: 95054

Individual(s) Citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 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)

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

Execution Date: **6/29/01.**

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
76/203982 2335725	
76/204132 2372467	
76/205606 2167287	
76/209740 2142852	
76/205607 2194292	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Silicon Valley Bank
Internal Address: Loan Documentation ~~HC150~~ **HA150**
Street Address: 3003 Tasman Dr.
City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: **10**

7. Total fee (37 CFR 3.41):s **265.00**
 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.

Janice Ova
Name of Person Signing

Signature

7/1/01
Date

Total number of pages comprising cover sheet: **7**

OMS No 0651-001: (exp 4/94)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 29, 2001 by and between SILICON VALLEY BANK ("Bank") and THE PRECURSOR GROUP, 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 June 29, 2001 (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.

GRANTOR:

Address of Grantor:

THE PRECURSOR GROUP, INC.

1801 K Street, N.W., Suite 315-L
Washington, D.C., 20006

Attn: _____

By: Scott Uhlend

Title: CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

By: _____

Title: _____

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:

1801 K Street, N.W., Suite 315-L
Washington, D.C., 20006

Attn: _____

GRANTOR:

THE PRECURSOR GROUP, INC.

By: _____

Title: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

BANK:

SILICON VALLEY BANK

By: *Randy Hise*

Title: SENIOR VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Anticipate Change! SM	76/203982	2/2/01
Arrows Design SM	76/204132	2/2/01
“Helping Investors Anticipate Change” [®]	2335725	3/28/00
“Investment Precursors” [®]	2372467	8/1/00
Precursor Group [®]	2167287	6/23/98
Precursor Group Independent Research & Arrows Design SM	76/205606	2/6/01
“Precursor Research” [®]	2142852	3/10/98
“Precursor Watch” [®]	2194292	10/6/98
“The Anticipating Change Workshop” SM	76/209740	2/14/01
“The Leader in Anticipating Change” SM	76/205607	2/6/01

THE FACE OF THIS CHECK HAS A SECURITY COLOR BACKGROUND AND A MICRO PRINTED BORDER (MAGNIFY TO VIEW).

90-4039
1211

Silicon Valley Bank

BAN CONTROL ACCOUNT
3003 TASMAN DR.
SANTA CLARA, CA 95054

No. 8682

DATE 7/20/01 19

Amount of 265 in's 00 cts

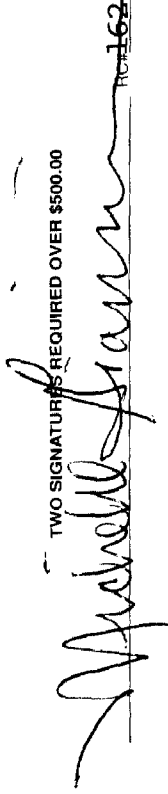
\$ **265.00**

PAY

TO THE ORDER OF
THE Precursor Group
OF Ips/Trademark Filing

US DEPARTMENT OF COMMERCE

TWO SIGNATURES REQUIRED OVER \$500.00



⑈008682⑈ ⑆121140399⑆ 7899901270⑈

THE BACK OF THIS CHECK CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW.