

08-23-2001

FORM PTO-

1-31-92

REC



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

101821171

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

1. Name of conveying party(ies):

Incurrent Solutions, Inc. 8-901

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

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

3. Nature of conveyance:

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

Execution Date: 6/26/01

2. Name and address of receiving party(ies):

Name: Silicon Valley Bank  
 Internal Address: Loan Documentation HG150  
 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) Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

75 668 726  
75 668 725

B. Trademark Registration No.(s)

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 HG150  
 Street Address: 3003 Tasman Dr.  
 City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: 2

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

- 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

08/22/2001 6TON11 00000224 75668726  
 01 FC:451 40.00 OP  
 02 FC:462 25.00 OP

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 Chua

Name of Person Signing

Signature

7/16/01

Date

Total number of pages comprising cover sheet:

OM15 No 0351 -0011 (exp 4/94)

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 26, 2001, by and between SILICON VALLEY BANK ("Bank") and INCURRENT SOLUTIONS, 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 \_\_\_, 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:

INCURRENT SOLUTIONS, INC.

Incurrent Solutions, Inc.  
900 Lanidex Plaza  
Parsippany, NJ 07054  
Attn: Cathy Betz

By: Loren J. Hulber  
Title: PRESIDENT & CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

5 Radnor Corporate Center  
Number 555  
100 Matsonford Road  
Radnor, Pennsylvania 19087

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attn: Beth Gallagher

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:

INCURRENT SOLUTIONS, INC.

Incurrent Solutions, Inc.  
900 Lanidex Plaza  
Parsippany, NJ 07054  
Attn: Cathy Betz

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

5 Radnor Corporate Center  
Number 555  
100 Matsonford Road  
Radnor, Pennsylvania 19087

By: Beth Gallagher

Title: Vice President

Attn: Beth Gallagher

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
INCURRENT SOLUTIONS	75668726	March 26, 1999
CARDSITE (stylized)	75668725	March 26, 1999