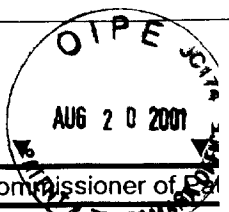


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08-23-2001



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Docket No.:

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To the Honorable Commissioner of Patents and Trademarks

101820875

attached original documents or copy thereof.

1. Name of conveying party(ies)

Cofiniti, Inc.

08/20/01

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other First Amendment to Security Agreement
- Merger
- Change of Name

Execution Date: July 3, 2001

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

Name: LeaseNet Group, Inc.

Internal Address: Suite 170

Street Address: 495 Metro Place South

City: Dublin State: OH ZIP: 43017

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

75/242,975  
75/457,011

Additional numbers

B. Trademark Registration No.(s)

2,252,361

Yes  No

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

Name: Craig R. Auge, Esq.

Internal Address: Vorys, Sater, Seymour and Pease LLP

Street Address: 52 East Gay Street

City: Columbus State: OH ZIP: 43215

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0585

DO NOT USE THIS SPACE

08/22/2001 AHMED1 00000205 75242975

01 FC:481 40.00 OP  
02 FC:482 50.00 OP

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.

Craig R. Auge

Name of Person Signing

*Craig R. Auge*  
Signature

August 17, 2001  
Date

Total number of pages including cover sheet, attachments, and 22

MRD OIPE  
5-24-00  
AUG 20 2001  
U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

~~05-30-2000~~  
101393633

FORM PTO-1594  
(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: I enclose herewith the attached original documents or copy thereof.

1. Name of conveying party(ies):

MARKET KNOWLEDGE, INC.  
dba MONEystAR COMMUNICATIONS, INC.

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

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

3. Nature of Conveyance:

[ ] Assignment [ ] Merger  
[X] Security Agreement [ ] Change of Name  
[ ] Other

Execution Date: April 26, 2000

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

Name: IMPERIAL BANK  
Address: 226 AIRPORT PARKWAY  
City: SAN JOSE State: CA Zip: 95110

Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership:  
Corporation - State:  
Other: a California chartered bank

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 [X] No

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

A. Trademark Application No.(s)

75/242,975 75/457,011

B. Trademark Registration No.(s)

2,252,361

Additional numbers attached? [ ] Yes [X] No

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

Name: Erin O'Brien  
Internal Address: GRAY CARY WARE & FREIDENRICH  
400 Hamilton Avenue  
Palo Alto, California 94301

6 Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) ..... \$90.00

[ x ] 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.

Erin O'Brien  
Name of Person Signing

*Erin O'Brien*  
Signature

May 23, 2000  
Date

Total number of pages comprising cover sheet: [ 9 ]

Mail Documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office, Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

06/20/2000 JIM LANE 00000009 75242975

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04-PL-482

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REEL: 002353 FRAME: 0411

**FIRST AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is made and entered into effective as of July 3, 2001, by and between Cofiniti, Inc., a Texas corporation, having its principal place of business at 1120 South Capital of Texas Highway, Building 3, Suite 300, Austin, Texas 78746 (the "Grantor") and LeaseNet, Inc., an Ohio corporation, having its principal place of business at 495 Metro Place South, Suite 170, Dublin, Ohio 43017 (the "Secured Party").

**Background Information**

A. Pursuant to the Letter Agreement dated June 29, 2001, executed by and between Grantor, Secured Party and P. David Rossette ("Rossette") (the "Letter Agreement"), a copy of which is attached hereto as Exhibit A, Grantor and Rossette agreed that, upon satisfaction of certain of the terms and conditions set forth therein, Secured Party would assume all of the rights, title and interest in and to certain loan documents which had been executed by and between Grantor as borrower and Imperial Bank as lender, or by Grantor for the benefit of Imperial Bank, including but not limited to (1) the Amended and Restated Credit Terms and Conditions dated as of May 4, 2000 by and between Imperial Bank as lender and MarketKnowledge, Inc. d/b/a MoneyStar Communications, Inc., n/k/a Cofiniti, Inc., as borrower (as amended, supplemented and restated, the "Credit Agreement"); (2) the Promissory Note dated as of May 4, 2000, made by MarketKnowledge, Inc., n/k/a Cofiniti, Inc., payable to the order of Imperial Bank in the original principal amount of \$2,000,000 (as amended, supplemented and restated, the "Imperial Bank Note"); (3) the Commercial Security Agreement dated as of May 4, 2000, by and between MarketKnowledge, Inc., n/k/a Cofiniti, Inc., as grantor and Imperial Bank as secured party (as amended, supplemented and restated, the "Security Agreement"); and (4) the Intellectual Property Security Agreement dated April 26, 2000 by and between MarketKnowledge, Inc. d/b/a MoneyStar Communications, Inc., n/k/a Cofiniti, Inc., as grantor and Imperial Bank as secured party (as amended, supplemented and restated, the "Intellectual Property Security Agreement"), and the Credit Agreement, the Imperial Bank Note, the Security Agreement, the Intellectual Property Security Agreement and related agreements, documents and instruments, as amended, supplemented and restated, are collectively referred to herein as the "Imperial Bank Loan Documents").

B. Pursuant to the Assignment of Note and Liens Agreement dated as of July 3, 2001, executed by and between Secured Party and Imperial Bank (the "Assignment") a copy of which is attached hereto as Exhibit B, Imperial Bank assigned and transferred all of its rights, title and interest in and to the Imperial Bank Loan Documents to Secured Party, but the foregoing assignment by Imperial Bank specifically

did not include any right, title or interest to Secured Party in the Commercial Pledge Agreement dated May 4, 2000 between Grantor as pledgor and Imperial Bank as secured party, which related to the pledge by Grantor to Imperial Bank of certain Monarch Funds of Grantor (as defined therein) held by Imperial Securities Corporation, all as more fully described therein.

C. Pursuant to the Letter Agreement, Grantor, Secured Party and Rossette agreed that, upon the assignment of Imperial Bank to Secured Party, and the assumption by Secured Party, of the rights, title and interests of Imperial Bank in and to the Imperial Bank Loan Documents, Secured Party and Grantor would incorporate the indebtedness evidenced by the Imperial Bank Note into the Master Lease Agreement No. OPT97105 dated as of February 26, 1997 by and between SinglePoint Financial, Inc., predecessor in interest to Grantor, as lessee and Secured Party as lessor (as the same may be amended, modified, and supplemented and in effect from time to time, the "Lease"), pursuant to the terms of Schedule E thereto dated as of June 29, 2001 by and between Secured Party and Grantor ("Schedule E"), and certain other agreements, documents and instruments executed by and between Grantor and Secured Party in connection therewith (collectively, the "Lease Amendment Documents").

D. Further pursuant to the Letter Agreement, Grantor, Secured Party and Rossette agreed that the Intellectual Property Security Agreement would be modified to provide that the indebtedness and obligations secured thereby would be Grantor's obligation to pay quarterly payments nos. 1 through 8 under the Lease, as amended by the Lease Amendment Documents, each in the amount of \$371,193 as identified on Schedule E thereto (such indebtedness, collectively, the "First Eight Quarterly Lease Payments").

NOW THEREFORE, in consideration of the foregoing covenants and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Intellectual Property Security Agreement, including without limitation those terms incorporated therein from the Imperial Bank Loan Documents. All definitions set forth in the recital paragraphs hereof are hereby incorporated into the Intellectual Property Security Agreement by reference for all purposes.

2. Modification of Paragraph 1. Paragraph 1 of the Intellectual Property Security Agreement is hereby modified by replacing, in the first sentence thereof, the phrase "all of Grantor's present or future indebtedness, obligations and liabilities" with the following:

"Grantor's obligations to pay the First Eight Quarterly Lease Payments"

3. Replacement of Paragraph 14. Paragraph 14 of the Intellectual Property Security Agreement is hereby deleted in its entirety and replaced with the following:

“14. Ohio Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of Ohio, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Franklin County, Ohio. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN DOCUMENTS, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.”

4. Further Assurances. Grantor agrees and covenants that Grantor shall take all other action reasonably requested by the Secured Party to allow Secured Party to perfect and protect, and maintain the priority of, Secured Party's security interests in and liens on the Collateral covered by the Intellectual Property Security Agreement, as the same is modified and amended hereby.

5. Confirmation of Obligations. Grantor agrees to perform, and observe the Intellectual Property Security Agreement, as the same is modified and amended hereby. Except as modified and amended by this Amendment, the Intellectual Property Security Agreement remains unchanged and in full force and effect as written. Grantor hereby ratifies and confirms in all respects each and every promise, covenant agreement, condition, term and provision of the Intellectual Property Security Agreement and all of Grantor's duties and obligations under and pursuant to the Intellectual Property Security Agreement, as the same is modified and amended hereby.

IN WITNESS WHEREOF, the parties hereto have executed this  
Amendment to be effective as of the day and year first above written.

GRANTOR:

COFINITI, INC.

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

Its: Intern - CFO \_\_\_\_\_

SECURED PARTY:

LEASENET, INC.

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

Its: \_\_\_\_\_

7/26/2001 - 8882343

IN WITNESS WHEREOF, the parties hereto have executed this  
Amendment to be effective as of the day and year first above written.

GRANTOR:

**COFINITI, INC.**

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

Its: \_\_\_\_\_

SECURED PARTY:

**LEASENET, INC.**

By: *J. J. [Signature]*

Its: *V.L.*

7/28/01 - 8882343

P. David Rossette  
c/o LeaseNet, Inc.  
Suite 170, 495 Metro Place South  
Dublin, Ohio 43107

LeaseNet, Inc.  
Suite 170, 495 Metro Place South  
Dublin, Ohio 43107

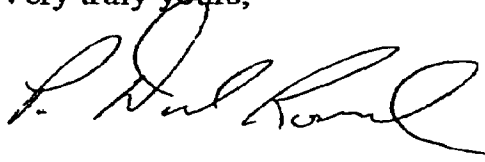
June 29, 2001

Cofiniti, Inc.  
1120 South Capital of Texas Highway  
Building 3, Suite 300  
Austin, Texas 78746  
Attention: Jef Fowler, Interim CFO

Dear Jef:

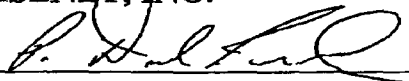


Very truly yours,



P. David Rossette

LEASENET, INC.

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

Its: V.P. \_\_\_\_\_

Date: 6-27-2001 \_\_\_\_\_

Acknowledgment

Cofiniti, Inc. hereby agrees to and accepts the foregoing terms and conditions as of the date first above written.

COFINITI, INC.

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

Its: \_\_\_\_\_

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

Very truly yours,

P. David Rossette

LEASENET, INC.

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

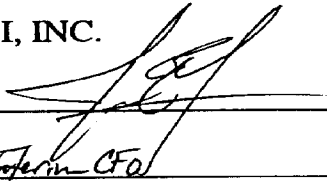
Its: \_\_\_\_\_

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

Acknowledgment

Cofiniti, Inc. hereby agrees to and accepts the foregoing terms and conditions as of the date first above written.

COFINITI, INC.

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

Its: Interim CFO \_\_\_\_\_

Date: 6-29-01 \_\_\_\_\_

ASSIGNMENT OF NOTE AND LIENS

THIS ASSIGNMENT OF NOTE AND LIENS ("Assignment") dated effective as of July 3, 2001, is executed and delivered by IMPERIAL BANK ("Assignor"), to LEASENET, INC. ("Assignee").

RECITALS:

Assignor is the legal and equitable owner of that one certain promissory note (the "Note") in the face principal amount of TWO MILLION DOLLARS (\$2,000,000.00) dated May 4, 2000, executed by MarketKnowledge, Inc., a Texas corporation now known as Cofiniti, Inc. ("Borrower"), payable to the order of Assignor.

The Note was issued in connection with that certain Amended and Restated Credit Terms and Conditions (as amended, supplemented or restated, the "Credit Agreement") dated May 4, 2000. The Note is secured by (a) that certain Commercial Security Agreement dated effective May 4, 2000, executed by Borrower in favor of Assignor (as amended, supplemented or restated, the "General Security Agreement"), and (b) that certain Intellectual Property Security Agreement dated effective April 26, 2000, executed by Borrower in favor of Assignor (as amended, supplemented or restated, the "Intellectual Property Security Agreement"). The Note is also subject to the terms and conditions of that certain Subordination Agreement dated December 16, 1998 entered into by and between Comdisco, Inc. and Borrower. The General Security Agreement and the Intellectual Property Security Agreement are herein collectively called the "Security Documents."

ASSIGNMENTS AND AGREEMENTS:

For good and valuable consideration paid to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor has TRANSFERRED, ASSIGNED, GRANTED and CONVEYED and by these presents TRANSFERS, ASSIGNS, GRANTS and CONVEYS unto Assignee the Note, together with the Security Documents, WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, EXCEPT FOR THE EXPRESS REPRESENTATIONS SET FORTH BELOW.

Assignor represents (a) that Assignor is the owner and holder of the Note and the Security Documents and has all requisite power and authority to make this assignment and transfer, (b) that the unpaid principal balance of the Note as of the date hereof is \$1,533,333.31 and that accrued and unpaid interest in the amount of \$11,975.00 is outstanding on the date hereof, and (c) that Assignor has good title to the Note and the Security Documents, and all of its rights thereunder, free and clear of any liens. Otherwise this Assignment of Note and Liens is delivered and accepted on the express understanding and agreement, which shall bind Assignee and each person or entity claiming by, through or under Assignee, that the Note and the Security Documents are assigned absolutely AS IS and WITHOUT REPRESENTATION OR WARRANTY as to any other matter.

It is understood and agreed that this Assignment shall not cover, and there shall not be assigned or conveyed hereby, (a) any warrants to issue stock in Borrower previously, contemporaneously or hereafter issued to Assignor, all of which shall be retained by Assignor, and (b) any standby letters of credit issued by Assignor, including without limitation the irrevocable standby letter of credit issued by Assignor for the account of Borrower in the amount of \$200,000.00 with an expiration date of June 15, 2002, together with any certificates of deposit or other cash collateral pledged as security therefor, including without





UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

AUGUST 18 2000

PTAS



\*101393633A\*

GRAY CARY WARE & FREIDENRICH  
ERIN O'BRIEN  
400 HAMILTON AVENUE  
PALO ALTO, CA 94301

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 05/24/2000

REEL/FRAME: 002094/0086  
NUMBER OF PAGES: 9

BRIEF: SECURITY INTEREST

ASSIGNOR:  
MARKET KNOWLEDGE, INC., DBA  
MONEYSTAR COMMUNICATIONS, INC.

DOC DATE: 04/26/2000  
CITIZENSHIP: TEXAS  
ENTITY: CORPORATION

ASSIGNEE:  
IMPERIAL BANK  
226 AIRPORT PARKWAY  
SAN JOSE, CALIFORNIA 95110

CITIZENSHIP:  
ENTITY: A CALIFORNIA CHARTERED  
BANK

APPLICATION NUMBER: 75242975  
REGISTRATION NUMBER: 2259798

FILING DATE: 02/14/1997  
ISSUE DATE: 07/06/1999

MARK: LIFESCRIP  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

IMPERIAL BANK

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002094/0086 PAGE 2

APPLICATION NUMBER: 75457011  
REGISTRATION NUMBER: 2310555

FILING DATE: 03/25/1998  
ISSUE DATE: 01/25/2000

MARK: MONEystAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75242926  
REGISTRATION NUMBER: 2252361

FILING DATE: 02/14/1997  
ISSUE DATE: 06/15/1999

MARK: MONEystAR  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

MARY BENTON, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

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TRADEMARK  
REEL: 002353 FRAME: 0423

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of April 26, 2000, by and between MARKET KNOWLEDGE, INC., dba MONEystar COMMUNICATIONS, INC., a Texas corporation ("Grantor"), and IMPERIAL BANK, a California chartered bank ("Secured Party").

RECITALS

A. Secured Party has agreed to lend to Grantor certain funds (the "Loan"), and Grantor desires to borrow such funds from Secured Party pursuant to the terms of that certain Amended and Restated Credit Terms and Conditions, dated as of May 4, 2000 (the "Credit Terms and Conditions"), that certain Promissory Note, dated as of May 4, 2000 (the "Note") and that certain Commercial Security Agreement, dated as of May 4, 2000 (the "Security Agreement") (the Credit Terms and Conditions, the Note, and the Security Agreement, collectively the "Loan Documents"; all capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Documents).

B. In order to induce Secured Party to enter into the Loan Documents, Grantor has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Grantor to Secured Party.

NOW, THEREFORE, THE PARTIES HERETO AGREE 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 Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

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

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

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

(i) 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.

Notwithstanding the foregoing, the security interest granted herein does not extend to and the term "Collateral" does not include any license or contract rights to the extent (i) the granting of a security interest in it would be contrary to applicable law, or (ii) that such rights are nonassignable by their terms (but only to the extent such prohibition is enforceable under applicable law, including, without limitation, Section 9318(4) of the Code) without the consent of the licensor or other party (but only to the extent such consent has not been obtained). Except as disclosed on a Schedule attached hereto, Grantor is not a party to, nor is bound by, any license or other agreement that prohibits or otherwise restricts Grantor from granting a security interest in Grantor's interest in such license or agreement or any other property. Without prior notice to Secured Party, Grantor shall not enter into, or become bound by, any such license or agreement which is reasonably likely to have a material impact on Grantor's business or financial condition. Grantor shall take such steps as Secured Party reasonably requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for such licenses or contract rights to be deemed "Collateral" and for Secured Party to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such license or agreement, whether now existing or entered into in the future, provided, however, the failure to obtain such consent or waiver shall not constitute a breach or Event of Default hereunder.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

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

(a) Grantor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by 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 Agreement constitutes an assignment;

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

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

(e) Grantor shall deliver to Secured Party within (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material 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 or Copyright not specified in this Agreement;

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

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(g) Grantor shall apply for registration or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement. Grantor shall register or cause to be registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product at such time as the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C) has resulted in, or reasonably is expected to result in, annual revenues to Grantor of at least \$500,000. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral;

(h) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing of appropriate UCC financing statements and 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 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 United States governmental authority or United States 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 Agreement by Grantor in the United States or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the 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 Secured Party'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 interests in any property included within the definition of the 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 if Grantor is required, in its commercially reasonable judgment, to accept such provisions; and

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

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party 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 Secured Party 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 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.

6. Further Assurances; Attorney in Fact

(a) On a continuing basis, Grantor will 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 Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Upon the occurrence and during the continuance of an Event of Default, Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party reasonably may deem necessary including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

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

(a) A default or an Event of Default occurs under the Loan Documents; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within ten (10) days after the earlier of the date on which Grantor first obtains knowledge of such breach or the date on which Borrower receives notice of such breach from Secured Party.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any reasonable expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any reasonable expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

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

10. 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.

11. Attorneys' Fees. If any action relating to this 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.

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

13. Counterparts. This 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.

14. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN DOCUMENTS, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

1120 S. Capital of Texas Hwy. Suite 300, Bldg. 3  
Austin, TX 78746

MARKET KNOWLEDGE, INC.  
dba MONEYSAR COMMUNICATIONS, INC.

By: [Signature]

Its: CEO/PRESIDENT

Attn: Marc Ferguson

SECURED PARTY

Address of Secured Party:

226 Airport Parkway  
San Jose, CA 95110-1024

IMPERIAL BANK

By: [Signature]

Its: ASSISTANT VICE PRESIDENT

Attn: Corporate Banking Center

SDN1289732.6  
1090371-917500

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

SD\1289752.6  
1090371-917500

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P. 12

IMPERIAL BANK

AUG-07-2001 12:09

**TRADEMARK**  
**REEL: 002353 FRAME: 0429**

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
Graphical User Interface for a Computer-Implemented Financial Planning Tool	08/705,195	07/15/97

SD\1289752.6  
1090371-917500

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
MONEYSTAR	2,252,361	06/15/99
LIFESCRIPT	75/242,975	02/14/97
MONEYSTAR	75/457,011	03/25/98

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1090371-917500