

08-27-2001

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Tab settings

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies):

Cofiniti, Inc.



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

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 No

(Designations must be a separate document from Additional name(s) & address(es) Yes No

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

3. Nature of conveyance:

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

Execution Date: July 3, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,433,368	2,259,798
2,433,365	2,310,555
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2,252,361

Additional numbers

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:.....

5

7. Total fee (37 CFR 3.41):.....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0585

08/24/2001 GTOM11 00000193 2433368

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 100.00 DP

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.

Craig R. Auge

Name of Person Signing

Signature

August 21, 2001

Date

Total number of pages including cover sheet, attachments, and

7

TRADEMARK

REEL: 002355 FRAME: 0387

**SECOND AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second 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 (formerly known as MarketKnowledge, Inc.) ("Grantor") and LeaseNet Group, Inc., a Delaware corporation, having its principal place of business at 495 Metro Place South, Suite 170, Dublin, Ohio 43017 ("Secured Party").

Background:

Grantor and Secured Party (as successor by assigns of Imperial Bank, pursuant to that certain Assignment of Notes and Liens dated as of July 3, 2001) are parties to that certain Intellectual Property Security Agreement dated as of April 26, 2000 (as amended by the First Amendment thereto dated July 3, 2001 and as supplemented and otherwise modified and in effect to but excluding the date hereof, the "Intellectual Property Security Agreement").

The Intellectual Property Security Agreement dated as of April 26, 2000 was recorded in the U.S. Patent and Trademark Office to evidence a security interest in a patent on May 23, 2000, at reel and frame number 010879/0371.

The Intellectual Property Security Agreement dated as of April 26, 2000 was recorded in the U.S. Patent and Trademark Office to evidence a security interest in trademarks on May 24, 2000, at reel and frame number 002094/0086.

The Intellectual Property Security Agreement dated as of April 26, 2000 contained references to Collateral that were incomplete or contained inadvertent errors, and in this Amendment the parties wish to clarify and also update the Collateral described on Exhibits A, B and C to the Intellectual Property Security Agreement.

Grantor and Secured Party have agreed to amend the Intellectual Property Security Agreement, all on the terms and the conditions of this Amendment.

Accordingly, in consideration of the premises and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto 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, as amended.

2. Amendments. With effect on and after the date hereof, the Intellectual Property Security Agreement shall be amended as follows:

2.01 Exhibits. Each of Grantor and Secured Party agrees that Exhibits A, B and C to the Intellectual Property Security Agreement shall be amended and restated to read in their entirety as set forth on Exhibits A, B and C, attached hereto and incorporated herein.

2.02 Additional Further Assurances. The Intellectual Property Security Agreement shall be amended to provide the additional rights and obligations set forth below to Grantor and Secured Party:

Grantor authorizes Secured Party to complete, execute and record forms evidencing security interests in the Collateral herein, including financing statements and any document cover sheet permitted or required to evidence such security interest by the United States Copyright Office or the United States Patent and Trademark Office, with the United States Copyright Office and the United States Patent and Trademark Office.

2.03 Name of Secured Party. All references to "Leasenet, Inc." in the Intellectual Property Security Agreement and all schedules, annexes and exhibits thereto, if any, shall be deemed to refer to "LeaseNet Group, Inc."

3. 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.

4. Duplicate Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

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

GRANTOR:

COFINITL, INC.

By: 

Its: V. Lopez CFO

SECURED PARTY:

LEASENET GROUP, INC.

By: 

Its: V.P.

AMENDED AND RESTATED EXHIBIT A

EXHIBIT A

Copyrights

Registered Copyrights:

1. Title: MoneyStar Lifescript 1.0 documentation
Registration Number: TX4715526
Name: MarketKnowledge, Inc., d/b/a MoneyStar Communications
(the former name of Cofiniti, Inc.)
Registration Date: 01/09/1998

2. Title: MoneyStar Lifescript 1.0
Registration Number: TX4701864 (Previous Registration: TXu792-373)
Name: MarketKnowledge, Inc., d/b/a MoneyStar Communications
(the former name of Cofiniti, Inc.)
Registration Date: 01/09/1998

Non-Registered Copyrights:

AMENDED AND RESTATED EXHIBIT B

EXHIBIT B

Patents and Patent Applications

<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Patent No.</u>
Graphical User Interface for a Computer-Implemented Financial Planning Tool	08/705,195	August 29, 1996	May 16, 2000	6,064,984
Graphical User Interface for a Computer-Implemented Financial Planning Tool	09/568,732*	May 11, 2000		

*continuation of Application Serial No. 08/705,195, filed August 29, 1996

AMENDED AND RESTATED EXHIBIT C

EXHIBIT C

Trademarks

Name	Date Filed	Registration Number	Date Registered
MONEYSTAR/FN	1/19/2000	2,433,368	3/6/2001
MONEYSTAR FINANCIAL NETWORK	1/19/2000	2,433,365	3/6/2001
LIFESCRIPT	2/14/1997	2,259,798	7/6/1999
MONEYSTAR	3/25/1998	2,310,555	1/25/2000
MONEYSTAR	2/14/1997	2,252,361	6/15/1999

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