

08-29-2001

FORM PTO-

31-32

REC



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101826752

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

<p>1. Name of conveying party(ies): EdgeNet, Inc.</p> <p><i>08/23/01</i></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 HA155 Street Address: 3003 Tasman Drive City: Santa Clara State: Ca ZIP: 95054</p> <p><input type="checkbox"/> Individual(s) Citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: 7/20/01</p>	

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

A. Trademark Application No.(s)	B. Trademark Registration No.(s)						
<table border="1"> <tr><td>75</td><td>781,819</td></tr> <tr><td>15</td><td>755,721</td></tr> <tr><td>76</td><td>234,520</td></tr> </table>	75	781,819	15	755,721	76	234,520	<p>2,111,018</p>
75	781,819						
15	755,721						
76	234,520						
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 HA155</p>	<p>6. Total number of applications and registrations involved: 4</p> <p>7. Total fee (37 CFR 3.41):\$ 115 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p>
<p>Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054</p>	<p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>

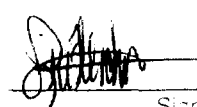
08/29/2001 LKUELLER 0000062 75781233

DO NOT USE THIS SPACE

31 FD1481	40 00 00
31 FD1482	75 00 00

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. A. Fletcher  **8/16/01**

Name of Person Signing Signature Date

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 26, 2001 by and between SILICON VALLEY BANK ("Bank") and EDGENET, 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 July 26, 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, Patents, and Mask Works 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

[SIGNATURES NEXT PAGE]


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:

6 Cadillac Drive, Suite 260
Brentwood, TN 37027
Attn: Fred Marxer

EDGENET, INC.

By: 

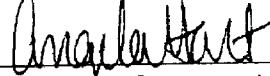
Title: CHAIRMAN, CEO & PRESIDENT

BANK:

Address of Bank:

3343 Peachtree Rd., Suite 312
Atlanta, GA 30326
Attn: Angela Hart

SILICON VALLEY BANK

By: 

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
"Automated Configuration System and Method" – Computer program using multiple frame-based inference engines to enable configuration of complex, custom ordered products.	09/684,907	10/8/1999
"Method and System for Monitoring an Application" – Application for measuring and metering usage of web-based applications.	09/791,728	2/26/2001

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EdgeNet	2,111,618	11/11/1997
m2o (stylized)	75/781,819	4/10/2001
m2o (block)	75/755,721	6/5/2001
Powered By m2o	76/234,520	4/2/2001

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A