

08-30-2001



101828999

To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, attached original documents or copy thereof.

1. Name of conveying party(ies):
The Aramkov Group, Inc. *08/24/01*

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~~ **HA155**
 Street Address: 3003 Tasman Drive
 City: Santa Clara State: Ca ZIP: 95054

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

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

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

400 24 2001

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)

76/203982	2335125
76/204132	2372467
76/205606	2167287
76/209740	2142852
76/205607	2194292

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 ~~HC150~~ **HA155**
 Street Address: 3003 Tasman Dr.

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

City: Santa Clara State: Ca ZIP: 95054

8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

08/29/2001 AHMED1 00000096 76203982
01 FC:481 40.00 DP
02 FC:482 225.00 DP

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 MUA

Name of Person Signing

Signature

Date

7/10/01

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

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: 

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.

GRANTOR:

Address of Grantor:

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

Attn: _____

THE PRECURSOR GROUP, INC.

By: _____

Title: _____

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

SILICON VALLEY BANK

By: *[Signature]*

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