

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 23, 2000 by and between IMPERIAL BANK ("Bank") and RIGHTFREIGHT, INC., a Delaware corporation ("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 of even date herewith (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 and under all other agreements now existing or hereafter arising between Grantor and Bank, 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

RIGHTFREIGHT, INC.

Address of Grantor:

35 West 35th Street
New York, NY 10001

Attn: President

By:  _____

Title: President

BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

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:

RIGHTFREIGHT, INC.

Address of Grantor:

35 West 35th Street
New York, NY 10001

Attn: President

By: _____

Title: _____

BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

By: William Sweeney

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>
“RIGHTFREIGHT” word mark	75/741,667	06/25/99
“MAKE THE MOVE” word mark	75/904,898	01/25/00
“AUTOMATED LOGISTICS DECISIONING SYSTEM” word mark	75/928,165	02/24/00
“D2D WIZARD” word mark	75/932,561	03/01/00
“RELY SOFTWARE” and design	76/259,478	05/21/01
“RELY”	76/259,476	05/21/01

FIRST AMENDMENT
TO
LOAN DOCUMENTS

This First Amendment to Loan Documents (this "Amendment") is entered into as of November 13, 2001, by and between COMERICA BANK-CALIFORNIA, as successor in interest to Imperial Bank ("Bank") and RELY SOFTWARE, INC., a Delaware corporation, formerly known as RIGHTFREIGHT, INC. ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of October 23, 2000, as amended from time to time (the "Agreement"). In connection with the Agreement, Borrower executed a Warrant to Purchase Stock and an Intellectual Property Security Agreement, each dated as of October 23, 2000 (collectively with the Agreement and any related documents, the "Loan Documents"). Each of the Loan Documents refers to Borrower as "RIGHTFREIGHT, INC." Borrower has changed its name as reflected in Exhibit B attached hereto, and this Amendment revises the name of Borrower in each of the Loan Documents.

NOW, THEREFORE, the parties agree as follows:

1. All references in the Loan Documents to "RIGHTFREIGHT, INC." shall mean and refer to "RELY SOFTWARE, INC.". Any reference in the Loan Documents to Borrower, Debtor, the undersigned or other terms that refer to "RIGHTFREIGHT, INC." shall mean and refer to "RELY SOFTWARE, INC."

2. The following definitions in Section 1.1 of the Agreement are hereby amended or added as follows:

"Committed Revolving Line" means a credit extension of up to Two Million Five Hundred Thousand Dollars (\$2,500,000).

"Revolving Maturity Date" means December 6, 2001.

3. Section 2.3(a)(i) of the Agreement is hereby replaced in its entirety as follows:

"(i) Advances. Except as set forth in Section 2.3(ii), the Advances shall bear interest, on the outstanding Daily Balance thereof, at a rate equal to one percent (1.00%) above the Prime Rate."

4. Borrower shall immediately pay down the outstanding principal under the Agreement such that all outstanding principal under the Agreement shall not exceed at any time Two Million Five Hundred Thousand Dollars (\$2,500,000).

5. Exhibit A attached to the Agreement is hereby replaced in its entirety with Exhibit A attached hereto.

6. Bank hereby approves of Borrower's acquisition of MetaSys ("MetaSys Acquisition"). Bank hereby waives any violation of Section 7.3 of the Agreement due to the MetaSys Acquisition. Bank does not waive Borrower's obligations after the date of this Amendment, and Bank does not waive any other failure by Borrower to perform its Obligations under the Loan Documents. This waiver is not a continuing waiver with respect to any failure to perform any Obligation after the date of this Amendment.

7. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements entered into in connection with the Agreement.

8. Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct as of the date of this Amendment, and that no Event of Default has occurred and is continuing.

9. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

- a. this Amendment, duly executed by Borrower;
- b. acknowledgment by the United States Patent and Trademark Office and the United States Copyright Office of the Borrower's name change;
- c. In lieu UCC filing in Delaware, UCC name/collateral description change amendment in Delaware, and a new UCC-1 financing statement in Delaware (if name change occurred over 4 months ago);
- d. an amendment fee equal to \$1,000, which shall be nonrefundable as of the date of this Amendment, plus all Bank Expenses incurred through the date of this Amendment;
- e. Corporate Resolutions to Borrow; and
- f. such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

10. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

RELY SOFTWARE, INC.

By: _____

Title: President

COMERICA BANK-CALIFORNIA

By: _____

Title: Vice President

DEBTOR RELY SOFTWARE, INC.
SECURED PARTY: COMERICA BANK-CALIFORNIA

EXHIBIT A

COLLATERAL DESCRIPTION ATTACHMENT
TO LOAN AND SECURITY AGREEMENT

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;

(b) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;

(c) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;

(d) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and

(e) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

EXHIBIT B

Certificate of Amendment to Certificate of Incorporation

CERTIFICATE OF AMENDMENT
OF THE
SECOND RESTATED CERTIFICATE OF INCORPORATION
OF
RIGHTFREIGHT, INC.

RightFreight, Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does, by Matthew J. Tucker, its President, and attested to by David J. Finkelstein, its Secretary, hereby certify that:

1. The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on July 30, 1999 and a Certificate of Amendment of the Certificate of Incorporation was filed on November 3, 1999 (together, the "Original Certificate").

2. The Original Certificate of the Corporation was amended and restated in its entirety by filing a Restated Certificate of Incorporation of the Corporation on November 9, 1999, as supplemented by a Certificate of Designations, Preferences, Privileges, Powers and Rights of Preferred Stock of the Corporation filed on December 17, 1999, and as amended by a Certificate of Amendment of the Restated Certificate of Incorporation filed on March 10, 2000 (collectively, the "Restated Certificate").

3. The Restated Certificate of the Corporation was amended and restated in its entirety by filing a Second Restated Certificate of Incorporation of the Corporation on April 18, 2000, as amended by a Certificate of Amendment of the Second Restated Certificate of Incorporation filed on July 13, 2000, and as amended by a Certificate of Amendment of the Second Restated Certificate of Incorporation filed on August 30, 2000 (together, the "Second Restated Certificate").

4. Pursuant to Sections 141 and 242 of the General Corporation Law of the State of Delaware ("DGCL"), by written consent in lieu of a Special Meeting of the Board of Directors of the Corporation dated as of May 1, 2001, the Directors of the Corporation unanimously found that the following proposed amendment of the Second Restated Certificate was advisable and in the best interests of the Corporation and directed that the following proposed amendment be submitted for consideration and action thereon by the Stockholders of the Corporation:

Article FIRST of the Second Restated Certificate shall be deleted in its entirety and the following shall be substituted and inserted in lieu thereof:

"FIRST: The name of the corporation (the "Corporation") is Rely Software, Inc."

5. Pursuant to Sections 228 and 242 of the DGCL, by written consent in lieu of a Joint Special Meeting of the Holders of Series A Preferred, Series B Preferred and Common Stock of the Corporation, dated as of May 1, 2001 and delivered to the Corporation on such date, such Stockholders, holding a majority of the outstanding shares of Common Stock and more than

sixty percent (60%) of the outstanding shares of Preferred Stock of the Corporation, voted in favor of, approved and adopted the foregoing proposed amendment of the Second Restated Certificate of Incorporation of the Corporation.

6. The foregoing amendment of the Second Restated Certificate of Incorporation of the Corporation was duly adopted in accordance with the provisions of Sections 141, 228 and 242(b) of the DGCL.

Dated as of May 1, 2001

ATTEST:

RIGHTFREIGHT, INC.

David J. Finkelstein, Secretary

By: _____
Matthew J. Tucker, President