

01-04-02

Express Mail No.: EL 501 741 890 US

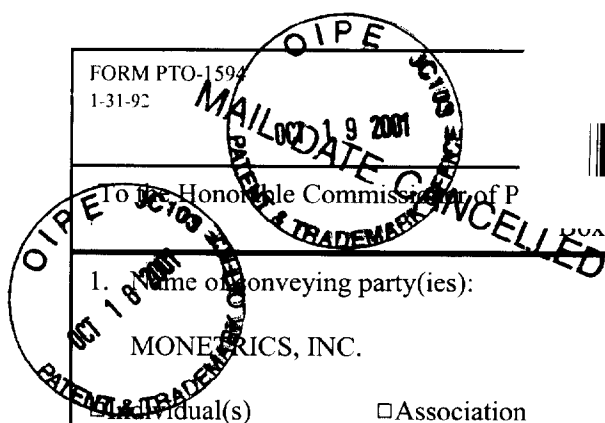
FORM PTO-1594
1-31-92

01-11-2002

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



10 1801



attached original documents or copy thereof.

101941041

231

1. Name of conveying party(ies):

MONETRICS, INC.

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

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

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

Name: BANCBOSTON VENTURES INC.

Internal Address: _____

Street Address: 175 Federal Street, MABOS 75-10-01

City Boston State MA ZIP 02110

Name: EGAN MANAGED CAPITAL II, L.P.

Internal Address: _____

Street Address: 30 Federal Street

City Boston State MA ZIP 02110

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Intellectual Property Security Agreement
- Merger
- Change of Name

Execution Date: October 12, 2001

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership Egan Managed Capital II, L.P.
- Corporation-State Bancboston Ventures Inc.
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 76/171723, 76/259359 and 76/259646

B. Trademark registration No.(s) _____

Additional numbers attached? Yes No

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

PENNIE & EDMONDS LLP
1155 Avenue of the Americas
New York, NY 10036

Attn.: Ognjan V. Shentov
File No.: 010170-0002-999

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41):.....\$ 120.00

Please charge to the deposit account listed in Section 8.

8. Deposit account number: 16-1150

01/11/2002 ANNED1 00000025 161150 76171723

01 FC+481 40.00 CH
02 FC+482 50.00 CH

DO NOT USE THIS SPACE

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.

Ognjan V. Shentov 38,051
Name of Person Signing Reg. No.

Ognjan V. Shentov
Signature

October 18, 2001
Date

Total number of pages comprising cover sheet: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

TRADEMARK
REEL: 002420 FRAME: 0463

NY2 - 1249267.1

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 12, 2001 by and among MONETRICS, INC., a Delaware corporation (the "Company") and the Lenders named on the signature page attached hereto (collectively, the "Lenders"), with reference to the following facts:

RECITALS

The Lenders and the Company are parties to that certain Note and Warrant Purchase Agreement of even date (the "Purchase Agreement") herewith. Capitalized terms used herein have the meaning assigned in the Purchase Agreement and the terms of the Purchase Agreement are incorporated herein by reference. Pursuant to the terms of the Purchase Agreement, the Company has granted to the Lenders a security interest in all of the Company's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral.

NOW, THEREFORE, Company agrees as follows:

AGREEMENT

To secure performance of its "Obligations" in the Purchase Agreement, the Company grants to the Lenders a security interest in all of the Company's right, title and interest in the Company's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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), subject to any Permitted Liens as defined in the Purchase Agreement.

The Company represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by the Company or licensed to the Company, (ii) listed on Schedule B are all patents and patent applications owned or controlled by the Company or licensed to the Company, and (iii) listed on Schedule C are all of the Company's material works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to the Company on a non-exclusive basis), including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to the Company. The Company shall, within 15 days after the date hereof, apply to register (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 Schedules A, B and C hereto. The Company shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional patents, trademarks, software, computer programs and other works of authorship developed or acquired by the Company from time to time hereafter (including without limitation revisions or additions to the intellectual property rights listed on such Schedules A, B and C). The Company shall from time to time, execute and file such other instruments, and take such further actions as the Lenders may reasonably request from time to time to perfect or continue the perfection of the Lenders' interest in the intellectual property.


This security interest is granted in conjunction with the security interest granted to the Lenders under the Purchase Agreement. Each right, power and remedy of the Lenders provided for herein shall not preclude the simultaneous or later exercise by the Lenders of any or all other rights, powers or remedies.

[END OF TEXT]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

COMPANY:

MONETRICS, INC.

By 
Name: DAVID W. LARSON
Title: PRES. & CEO

Address:
900 Cummings Center, Suite 207V
Beverly, MA 01915
Attn: Chief Executive Officer

LENDERS:

BANCBOSTON VENTURES INC.

By: _____
Name: John Doggett
Title: Vice President

Address:
175 Federal Street
MABOS 75-10-01
Boston, MA 02110
Fax: (617) 434-1165

EGAN MANAGED CAPITAL II, L.P.

By: EMC Partners II, L.P., its general partners

By: _____
Name: Michael H. Shanahan
Title: Managing Partner

Address:
30 Federal Street
Boston, MA 02110
Fax: (617) 695-2699

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

COMPANY:


MONETRICS, INC.

By _____
Name:
Title:

Address:
900 Cummings Center, Suite 207V
Beverly, MA 01915
Attn: Chief Executive Officer

LENDERS:

BANCBOSTON VENTURES INC.

By: 
Name: John Doggett
Title: Vice President

Address:
175 Federal Street
MABOS 75-10-01
Boston, MA 02110
Fax: (617) 434-1165

EGAN MANAGED CAPITAL II, L.P.
By: EMC Partners II, L.P., its general partners

By: _____
Name: Michael H. Shanahan
Title: Managing Partner

Address:
30 Federal Street
Boston, MA 02110
Fax: (617) 695-2699

OCT-12-2001 FRI 03:03 PM Egan-Managed Capital

FAX NO. 617 695 2699

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

COMPANY:

MONETRICS, INC.

By _____
Name:
Title:

Address:
900 Cummings Center, Suite 207V
Beverly, MA 01915
Attn: Chief Executive Officer

LENDERS:

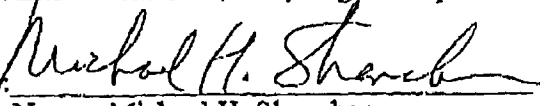
BANCBOSTON VENTURES INC.

By _____
Name: John Doggett
Title: Vice President

Address:
175 Federal Street
MABOS 75-10-01
Boston, MA 02110
Fax: (617) 434-1165

EGAN MANAGED CAPITAL II, L.P.

By: EMC Partners II, L.P., its general partners

By: 
Name: Michael H. Shanahan
Title: Managing Partner

Address:
30 Federal Street
Boston, MA 02110
Fax: (617) 695-2699

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MONETRICS	76/171723	November 28, 2000
DECISION ENGINE	76/259359	May 18, 2001
MONETRICS THE SCIENCE OF UNDERWRITING	76/259646	May 18, 2001

SCHEDULE B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
A Computer Based System and Method for Assigning Credit Tiers and Calculating Sales Parameters, Finance Options, and Profits	09/245,040	May 5, 1999

SCHEDULE C

Copyrights

None.