

03-21-2002

FORM PTO-1594
(Rev. 6-93)

I



3ET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102025979

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

1. Name of conveying party(ies):

Avolent, Inc.
444 De Haro Street, Suite 100
San Francisco, CA 94107

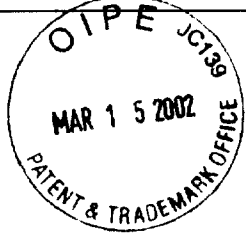
- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

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

3. Nature of conveyance:

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

Execution Date: February 20, 2002



3-15-02

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

Name: Comerica Bank-California

Internal Address: _____

Street Address: 226 Airport Parkway

City: San Jose State: CA ZIP: 95110

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Bank

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)

76/044,998

76/133,520

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

None.

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

Name: Cooley Godward LLP

Internal Address: Attn: Ankey To

Street Address: One Maritime Plaza, 20th Floor

City: San Francisco State: CA ZIP: 94111

6. Total number of applications and registration involved: 2

7. Total fee (37 CFR 3.41):..... \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 03-3115

(Attach duplicate copy of this page if paying by deposit account)

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.

Ankey To

March 14, 2002

Date

Total number of pages including cover sheet, attachments, and document: 6

03/20/2002 LMBELLER 00000279 76044998
40.00 OF
25.00 OF

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



INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 20, 2002 by and between **COMERICA BANK-CALIFORNIA** ("Bank") and **AVOLENT, 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).

B. 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.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 caused 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:

444 De Haro Street, Suite 100
San Francisco, CA 94107
Attn: Stephen Ghiglieri, CFO
FAX: (415) 553-6498

AVOLENT, INC.

By: 

Title: Stephen F Ghiglieri
Executive Vice President &
Chief Financial Officer

BANK:

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

COMERICA BANK-CALIFORNIA

By: 

Title: VP and Manager

Attn: Corporate Banking Center

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
BillCast Presentation Server 1.0	TX5-225-378	Registered
BillCast OFX Server 1.0	TX 5-241-412	Registered

EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
Technique for Facilitating Automated Customer Self-Care in a an Online Billing Environment Implemented Over a Computer Network	09/304,236	Pending
Technique for Dynamically Rendering Graphical User Interface Pages Over a Computer Network Using Customized Information From a Backend Computing System	09/304,237	Pending
Technique for Dynamically generating Graphical User Interface Pages Over a Computer Network Using Customized Information From a Backend Computing System	09/304,238	Pending
Technique for Facilitating Communications Between a Legacy Computing System and a Graphical User Interface Rendering System	09/304,119	Pending
Technique for Facilitating Customer Transactions Over a Computer Network Using Customization Information from a Backend Computing System	PCT International Patent Application	Pending

EXHIBIT C

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
AVOLENT	76044998	Pending
BIZCAST	76133520	Pending