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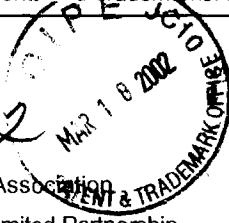
To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Metastorm Inc.**

3-18-02

Individuals Association
 General Partnership Limited Partnership
 Corporation-State-MD
 Other

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



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: **95111**

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

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

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

Execution Date: **February 21, 2002**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/901,510; 75/901,511; 75/694,386;
75/244,442

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: **Barbara P. Smiley**
 Internal Address:
Cooley Godward LLP
 Street Address: **11951 Freedom Drive**
 City: **Reston** State: **VA** Zip: **20190**

6. Total number of applications and trademarks involved: **4**

7. Total fee (37 CFR 3.41) \$ **115.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 (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.

Barbara P. Smiley *Barbara Smiley* March 12, 2002
 Name of Person Signing Signature Date

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

03/21/2002 6TOM11 00000260 75901511 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

01 FC:481 40.00 OP
 02 FC:482 127491 v1/RE 75.00 OP
 2QDF01!.DOC

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 21, 2002 by and between COMERICA BANK – CALIFORNIA (“*Bank*”) and METASTORM INC., a Maryland 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 among Bank, Grantor and ELITE FEDERAL FORMS, INC. (“*Elite*”) 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 and Elite, but only upon the condition, among others, that Grantor and Elite shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor and Elite 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 the obligations of Grantor and Elite under the Loan Agreement and all agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the obligations of Grantor and Elite under the Loan Agreement and under all agreements 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:

836 Ritchie Highway
Suite 12
Severna Park, MD 21146-4133
Attn: Christopher S. Desautelle

METASTORM INC.

By:  _____

Title: President

BANK:

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

COMERICA BANK - CALIFORNIA

By:  _____

Title: ASSISTANT VICE PRESIDENT

Attn: Corporate Banking Center

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
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None

EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
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None

EXHIBIT C
TRADEMARKS

UNITED STATES TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
KEYBREAK	75/901,510	01/24/00
INFOWIZE	75/901,511	01/24/00
E.WORK	75,694,386	04/30/99
E WORK	75/244,442	02/20/97

COMMUNITY TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
KEYBREAK	1,541,481	07/10/01
INFOWIZE	1,540,442	06/19/01