

RECORD
TRADE

04-01-2002

Docket No.:

112155-020



102038284

original documents or copy thereof.

To the Honorable Commissioner of Patents and Trade

1. Name of conveying party(ies):

Open Market, Inc.

3-15-02

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: August 15, 2001

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

Name: divine, inc.

Internal Address:

Street Address: 1301 North Elston

City: Chicago State: IL ZIP: 60690

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

See Attachment

Additional numbers

B. Trademark Registration No.(s)

See Attachment

Yes No

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

Name: Jeffrey H. Canfield, Esq.

Internal Address: Bell, Boyd & Lloyd LLC

P.O. Box 1135

Street Address:

City: Chicago State: IL ZIP: 60690

6. Total number of applications and registrations involved:.....

19

7. Total fee (37 CFR 3.41):.....\$ \$450.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

Adjustment date: 03/29/2002 DBYRNE
 01/04/2002 JJLLANE 00000110 2091594 -40.00 DP
 01 FC:481
 03/29/2002 DBYRNE 00000110 2091594
 01 FC:481 40.00 DP
 02 FC:482 450.00 DP

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.

Jeffrey H. Canfield, Esq.

Name of Person Signing

Jeffrey H. Canfield

Signature

March 6, 2002

Date

Total number of pages including cover sheet, attachments, and

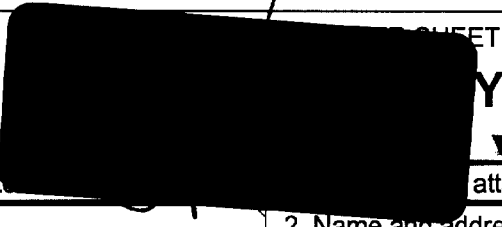
32

TRADEMARK

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
Open Market	US		2,091,594	Registered
Future of Business	US	76/817681		Pending
Content Server	US			Pending
Content Centre	US	76/088992		Pending
Marketing Studio	US	76/088964		Pending
Integration Centre	US			Pending
PowerAssets	US	78/050499		Pending
Open Market				
Satellite Server	US	76/050186		Pending
Satellite Server	US	76/049482		Pending
Transact	US			Pending
Catalog Centre	US	76/089282		Pending
Smart Statement	US		2,164,270	Registered
Webreporter	US		2,027,827	Registered
ADFAST	US		2,063,757	Abandoned
ADFAST	US		2,184,546	Abandoned
ADONTIME	US	75/502031		Abandoned
ADCHECK	US		2,053,265	Abandoned
ADFAX	US		2,084,406	Abandoned
ADCOMMAND	US		2,170,160	Abandoned

Tab settings → → → ▼



Docket No.:

112155-020

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

1. Name of conveying party(ies):

Open Market, Inc.

1-202

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

Additional names(s) of conveying party(ies) Yes No

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

Name: devine, inc.

Internal Address: _____

Street Address: 1301 North Elston

City: Chicago State: IL ZIP: 60650

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State **Delaware**

Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: August 15, 2001

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

A. Trademark Application No.(s)

See Attachment

2091594

Additional numbers

B. Trademark Registration No.(s)

See Attachment

JAN - 2 2002

Yes No

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

Name: Jeffrey H. Canfield, Esq.

Internal Address: Bell, Boyd & Lloyd LLC

P.O. Box 1135

Street Address: _____

City: Chicago State: IL ZIP: 60690

6. Total number of applications and registrations involved:.....

19

7. Total fee (37 CFR 3.41):.....\$ \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

02-1818

DO NOT USE THIS SPACE

01/04/2002 JJALLAH2 00000010 2091594

01 FC:481 40.00 00

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.

Jeffrey H. Canfield, Esq.

Name of Person Signing

Signature

October 17, 2001

Date

Total number of pages including cover sheet, attachments, and

32

TRADEMARK

INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, is entered into as of the 15th day of August, 2001 among Open Market, Inc., a Delaware corporation (the "Borrower"), FutureTense, Inc., a Delaware corporation ("FutureTense"), Open Market Securities, Inc., a Massachusetts corporation ("Securities"), Waypoint Software Corporation, a Massachusetts corporation ("Waypoint"), ICentral, Incorporated, a Utah corporation ("ICentral"), and Folio Corporation, a Utah corporation ("Folio" and together with the Borrower, FutureTense, Securities, Waypoint, and ICentral, the "Debtors") and divine, inc., a Delaware corporation (the "Lender").

WHEREAS, Borrower and Lender are parties to a Credit Agreement dated as of August 15, 2001, providing for the making of loans and other financial accommodations to the Borrower, as contemplated therein (as used herein, the term "Credit Agreement" means the Credit Agreement described above in this paragraph as the same may be amended, modified, extended, renewed, replaced, restated or supplemented from time to time, and including any agreement extending the maturity of, or restructuring the indebtedness under such agreement or any successor agreement); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of August 15, 2001 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), by and among Debtors and Lender, the Debtors have granted to Lender a security interest in all of the assets of such Debtors, including, without limitation, its patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, service names, trademarks, trademark applications, trade names, goodwill, copyrights, mask works and licenses, to secure the payment of all amounts owing by Borrower under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor agrees as follows:

1. Security Interest. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Credit Agreement), each Debtor hereby grants and conveys to Lender a lien and security interest in all of such Debtor's right, title and interest in and to all of its now owned, held or existing and hereafter owned, held, acquired or arising intellectual property (collectively, the "Intellectual Property"), including, without limitation, the following:

(A) Copyrights. Any and all copyrights rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, including, without limitation, those set forth on Exhibit A attached hereto, and (i) amendments, extensions and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right, but not the obligation, to sue for past, present and future infringements thereof, and (iv) all rights

corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights").

(B) Patents. Any and all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents of Debtor listed on Exhibit B, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, amendments, renewals, extensions and continuations-in-part thereof, (ii) except as described on Schedule 1(B), all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right, but not the obligation, to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "Patents").

(C) Trademarks. Any and all trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Exhibit C attached hereto and made a part thereof, and (i) amendments, extensions and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right, but not the obligation, to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

(D) Mask Works. Any and all mask works or similar rights available for the protection of semiconductor chips, now owned or hereinafter acquired, including, without limitation those set forth on Exhibit D attached hereto and made a part hereof, and (i) amendments, extensions and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iiv) all rights corresponding thereto throughout the world (such mask works and similar rights, together with the items described in clauses (i)-(iv) are sometimes collectively referred to as the "Mask Works").

(E) Licenses. Any and all license agreements with any other party (provided, however, that with respect to any license agreements existing on the date hereof, only to the extent not prohibited pursuant to the terms of such license agreement), whether such Debtor is a licensor or licensee under any such license agreement, including, without limitation, such Debtor's licenses listed on Exhibit E attached hereto and made a part hereof, and all amendments extensions and renewals thereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in the Security Agreement) now or hereafter owned by such Debtor and

now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").

(F) Goodwill. The goodwill of such Debtor's business including any right by way of limitation such goodwill connected with and symbolized by the Trademarks.

(G) Miscellaneous. Any and all trade secrets, and any intellectual property rights in computer software and computer software products, and any and all design rights which may be available to Debtor.

(H) Proceeds and Products. Any and all proceeds and products of the items described in clauses (A) through (G) above, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Restrictions on Future Assignments. Each Debtor agrees that until the Obligations shall have been satisfied in full (whether by payment of such amounts in cash or by the conversion of such amounts into equity securities of Borrower in accordance with Section 3.6 of the Credit Agreement) and the Credit Agreement shall have been terminated, such Debtor will not, without Lender's prior written consent, enter into any agreement relating to the Intellectual Property (for example, a license agreement) other than in the ordinary course of business or, prior to the termination of the Merger Agreement (as defined in the Credit Agreement) in accordance with its terms, as otherwise permitted by the terms of the Merger Agreement, and such Debtor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Lender under this Agreement; provided, however, that notwithstanding the foregoing, prior to the termination of the Merger Agreement in accordance with its terms, each Debtor may enter into any agreement relating to the Intellectual Property to the extent permitted pursuant to the terms of the Merger Agreement.

3. New Patents, Trademarks, and Licenses. Each Debtor represents and warrants that all Intellectual Property now owned by it is collectively listed on Schedules A, B, C, D and E. If, before the Obligations shall have been satisfied in full (whether by payment of such amounts in cash or by the conversion of such amounts into equity securities of Borrower in accordance with Section 3.6 of the Credit Agreement), each Debtor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, licenses or other Intellectual Property, or (ii) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, or any other Intellectual Property, to the extent commercially reasonable, the provisions of this Agreement shall automatically apply thereto and such Debtor shall give to Lender prompt written notice thereof. Each Debtor hereby authorizes Lender as attorney in fact to modify this Agreement by amending Schedules A, B, C, D and/or E, as applicable, to include any future Intellectual Property under Paragraph 1 above or under this Paragraph 3, and to file or refile this Agreement with the United States Patent and Trademark Office.

4. Representations and Warranties. Each Debtor represents and warrants to and agrees with Lender that, except as disclosed anywhere on the Company Disclosure Schedules (as defined in the Credit Agreement):

- (i) The issued Patents and issued Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (ii) To the Borrower's knowledge, each portion of the Intellectual Property is valid and enforceable;
- (iii) Such Debtor is the owner of the Intellectual Property indicated to be owed by such Debtor on Schedules A, B, C, D and E hereto and such Debtor has the power and authority to make, and will continue to have authority to perform, this Agreement according to its terms;
- (iv) This Agreement does not violate and is not in contravention of any other agreement to which such Debtor is a party or any judgment or decree by which such Debtor is bound and does not require any consent under any other agreement to which such Debtor is a party or by which such Debtor is bound. Upon the occurrence of and during the continuance of an Event of Default, such Debtor hereby authorizes the Commissioner of Patents and Trademarks to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks to Lender as assignee of such Debtor's entire interest;
- (v) There has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Intellectual Property (except for any sales to the Debtors and any non-exclusive licenses granted in the ordinary course of business) or any part thereof and the same are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons, other than Permitted Liens (as defined in the Credit Agreement); and
- (vi) To the Borrower's knowledge, the Licenses are valid and binding agreements enforceable according to their terms. To the Borrower's knowledge, each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

5. Terms. The term of the security interests granted herein shall extend until the earlier of (i) the expiration of each of the respective Intellectual Property assigned hereunder, or (ii) the Obligations have been paid in full (whether by payment of such amounts in cash or by the conversion of such amounts into equity securities of Borrower in accordance with Section 3.6 of the Credit Agreement) and the Credit Agreement has been terminated.

6. Contingent Assignment. Each Debtor has executed in blank and delivered to the Lender an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Trademarks") and an assignment of federally registered patents in substantially the form of Exhibit 2 hereto (the "Assignment of Patents"). Each Debtor hereby authorizes the Lender to complete as assignee and record with the United States Patent and Trademark Office the Assignment of Trademarks and the Assignment of Patents upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Lender's remedies under this Agreement.

7. Duties of Debtors. Each Debtor shall have the duty to (i) prosecute diligently, to the extent commercially reasonable, any patent application of the Patents made by it and any trademark or service mark application of the Trademarks made by it pending as of the date hereof or thereafter until the Obligations shall have been paid in full (whether by payment of such amounts in cash or by the conversion of such amounts into equity securities of Borrower in accordance with Section 3.6 of the Credit Agreement), (ii) make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, but only to the extent commercially reasonable, and (iii) preserve and maintain all of its rights in the Intellectual Property, including, without limitation, patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications, preservation and maintenance shall be borne by Debtors. Debtors shall not abandon any right to file a material Patent application or material Trademark application, or any pending material Patent application, material Trademark application, material Patent, or material Trademark without the consent of Lender.

8. Financing Statements; Documents. At the request of Lender, each Debtor will join with Lender in executing one or more financing statements pursuant to any applicable version of the Uniform Commercial Code in form satisfactory to Lender and will pay the costs of filing and/or recording this Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Lender. Each Debtor will execute and deliver to Lender from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Lender may require for the purpose of confirming Lender's interest in the Intellectual Property.

9. Lender's Right to Sue. During such time as Debtor is in default and Lender can accelerate the Obligations under the Credit Agreement, Lender shall have the same rights, if any, as Debtors have, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and any licenses thereunder, and, if Lender shall commence any such suit, Debtors shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Debtors shall promptly, upon demand and as a part of the Obligations, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Paragraph 9.

10. Waivers. No course of dealing between Debtors and Lender nor any failure to exercise nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof,

in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 3 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Effect on Financing Agreement. All of Lender's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement or any other Loan Document, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under Credit Agreement or Security Agreement but rather is intended to facilitate the exercise of such rights and remedies.

14. Binding Effect; Benefits. This Agreement shall be binding upon the Debtors and their respective successors and assigns, and shall inure to the benefit of Lender, its successors and assigns; *provided, however*, that no Debtor may assign its rights or delegate its duties hereunder without the Lender's prior written consent and, prior to the occurrence and continuation of an Event of Default, Lender may not assign its rights hereunder without the Borrower's prior written consent. Without limiting the generality of the foregoing, Lender may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other person or entity in accordance with the terms hereof, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to Lender herein or otherwise.

15. Governing Law. This Agreement has been delivered and accepted in Chicago, Illinois, and shall be governed by and construed in accordance with the local laws of the State of Illinois.

IN WITNESS WHEREOF the Debtors have executed this Agreement as of the 15th day of August, 2001.

DEBTORS:

Signed and Acknowledged:
in the presence of:

OPEN MARKET, INC.



Name: Edward Durkin

Its: Chief Financial Officer, Vice President and
Treasurer

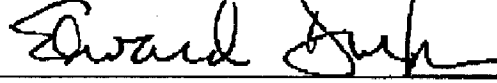
OPEN MARKET SECURITIES, INC.



Name: Edward Durkin

Its: Chief Financial Officer, Vice President and
Treasurer

FOLIO CORPORATION



Name: Edward Durkin

Its: Chief Financial Officer, Vice President and
Treasurer

WAYPOINT SOFTWARE CORPORATION



Name: Edward Durkin

Its: Chief Financial Officer, Vice President and
Treasurer

FUTURETENSE, INC.

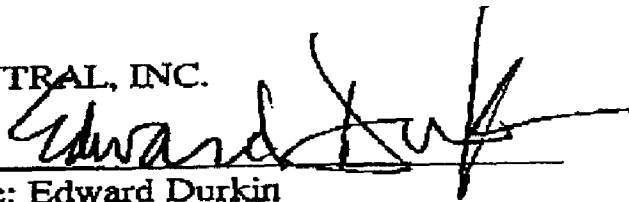


Name: Edward Durkin

Its: Chief Financial Officer, Vice President and
Treasurer

[Signature page to Intellectual Property Security Agreement]

ICENTRAL, INC.

A handwritten signature in black ink, appearing to read "Edward Durkin", written over a horizontal line.

Name: Edward Durkin

Its: Chief Financial Officer, Vice President and
Treasurer

[Signature page to Intellectual Property Security Agreement]

STATE OF MA)
) SS:
COUNTY OF Middlesex)

The foregoing instrument was executed before me this 15th day of August, 2001, by Edward Durkin, the VP, CEO & Treasurer of Open Market, Inc., a Delaware corporation, on behalf of the company.

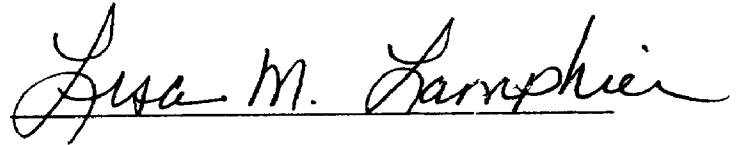
Lisa M. Lamphier

Notary Public

LISA M. LAMPHIER
Notary Public
My Commission Expires January 1, 2004

STATE OF MN)
) SS:
COUNTY OF Middlesex)

The foregoing instrument was executed before me this 15th day of August, 2001,
by Edward Durkin the CEO, VP & Treasurer of FutureTense, Inc., a Delaware
corporation, on behalf of the company.

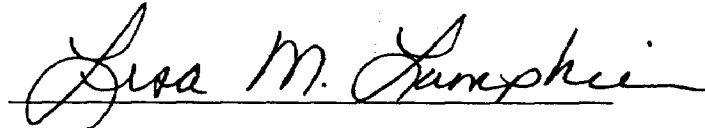


Notary Public

LISA M. LAMPHIER
Notary Public
My Commission Expires January 1, 2004

STATE OF MA)
COUNTY OF Middlesex) ss:

The foregoing instrument was executed before me this 15th day of August, 2001,
by Edward Durkin the CEO, VP & Treasurer of Open Market Securities, Inc., a
Massachusetts corporation, on behalf of the company.

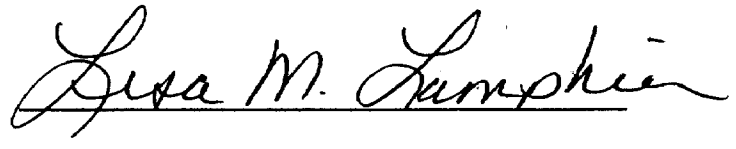


Notary Public

LISA M. LAMPHIER
Notary Public
My Commission Expires January 1, 2004

STATE OF MA)
)
) SS:
COUNTY OF Middlesex)

The foregoing instrument was executed before me this 15th day of August, 2001,
by Edward Durkin, the CFO, VP & Treasurer of Waypoint Software Corporation, a
Massachusetts corporation, on behalf of the company.



Notary Public

LISA M. LAMPHIER
Notary Public
My Commission Expires January 1, 2004

STATE OF MA)
)
COUNTY OF Middlesex) SS:

The foregoing instrument was executed before me this 15th day of August, 2001, by Edward Durkin, the CEO, VP & Treasurer of ICentral, Incorporated, a Utah corporation, on behalf of the company.

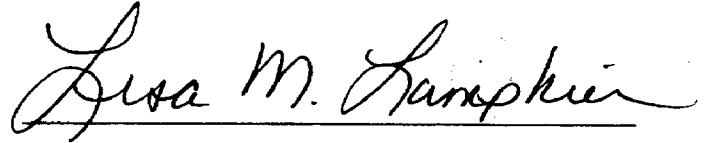
Lisa M. Lamphier

Notary Public

LISA M. LAMPHIER
Notary Public
My Commission Expires January 1, 2004

STATE OF MA)
)
COUNTY OF Middlesex) ss:

The foregoing instrument was executed before me this 15th day of August, 2001, by Edward Durkin, the CEO, VP, Treasurer of Folio Corporation, a Utah corporation, on behalf of the company.



Notary Public

LISA M. LAMPHIER
Notary Public
My Commission Expires January 1, 2004

SCHEDULE 1(B)

In connection with Borrower's patent licensing program, on January 8, 2001, Borrower commenced a patent infringement lawsuit against Intershop Communications, Inc. in the U.S. District court for the District of Delaware alleging infringement of Borrower's patents nos. 5,708,780; 5,715,314; and 5,909,592. In order to facilitate the financing of this litigation, Debtor purchased patent enforcement insurance, effective October 17, 2000, from Lloyd's of London and agreed to repay amounts used under the policy, plus a premium, in the event of successful resolution of this litigation. To secure this repayment obligation, the underwriter was granted subrogation rights to all of Borrower's rights of recovery in connection with this litigation, or any other patent litigation covered by such insurance. Therefore, any rights granted to Lender under Section 1(B) of this Agreement are subject to the foregoing subrogation rights granted to the underwriters.

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated August 15, 2001.

EXHIBIT "A"

COPYRIGHTS

<u>DEBTOR</u>	<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
	Transact	TX-5-114-537	4/24/00

EXHIBIT "B"

PATENTS

PATENT NUMBER	APPLICATION NUMBER	TITLE	ISSUE DATE	APPLICATION FILING DATE
US 6,212,634	08/749,420	Certifying Authorizations in Computer Networks	04/03/01	11/15/96
US 6,205,437	09/032,852	Open Network Payment System for Providing for Real-time Authorization of Payment and Purchase Transactions	03/20/01	03/02/98
US 6,199,051	09/033,255	Digital Active Advertising (Continuation)	03/06/01	03/02/98
US 6,195,649	09/033,143	Digital Active Advertising (Continuation)	02/27/01	03/02/98
US 6,055,522	08/879,013	Automatic Page Converter for Dynamic Content Distributed Publishing System	04/25/00	01/19/97
US 6,049,785	09/033,442	Digital Active Advertising (Continuation)	04/11/00	03/02/98
US 6,012,071	08/790,654	Distributed Electronic Publishing System	01/04/00	01/29/97
US 5,909,492	08/878,396	Network Sales System (Continuation)	06/01/99	06/18/97
US 5,812,776 ¹	08/486,797	Method of Providing Internet Pages by Mapping Telephone Number Provided by Client to URL and Returning the Same in a Redirect Command by Server	09/22/98	06/07/95
US 5,724,424	08/563,745	Digital Active Advertising	03/03/98	12/16/93
US 5,715,314	08/328,133	Network Sales System	02/03/98	10/24/94
US 5,708,780	08/747,096	Internet Server Access Control and Monitoring System	01/13/98	06/07/95
US 4,845,658 ²	07/936,641	Information Method and Apparatus Using Simplex and Duplex Communications	07/04/89	12/01/86
	09/897,407	Controlled Transfer of Information in a Computer Network (Continuation)	Pending	07/03/01
	09/645,933 (divisional of 08/548,137 filed 10/25/95 now abandoned)	Managing Transfers of Information in a Communications Network	Pending	08/25/00
	09/638,546	Certifying Authorizations in Computer Networks (Continuation)	Pending	08/16/00
	09/580,916	Internet Server Access Control and Monitoring System (Continuation)	Pending	05/26/00
	09/572,681	Distributed Dynamic Web Page Coaching System	Pending	05/16/00
	09/548,238	Internet Server Access Control and Monitoring System (Continuation)	Pending	04/12/00

¹ Claims in divisional Japanese Patent application directed at subject matter claimed in this patent has been assigned to Internet Number Corporation

² Exclusively licensed to Open Market by Massachusetts Institute of Technology

PATENT NUMBER	APPLICATION NUMBER	TITLE	ISSUE DATE	APPLICATION FILING DATE
	09/548,237	Internet Server Access Control and Monitoring System (Continuation)	Pending	04/12/00
	09/548,235	Internet Server Access Control and Monitoring System (Continuation)	Pending	04/12/00
	09/391,820	Method of providing Internet Pages by Mapping Telephone Number Provided by Client to URL and Returning the Same in a Redirect Command by Server (Reissue)	Pending	09/08/99
	09/304,723	Network Sales System (Continuation)	Pending	05/04/99
	09/054,180	Electronic Commerce System	Pending	04/01/98
	09/711,511 Continuation of US 6,049,785	Digital Active Advertising	Pending	11/14/00
	09/005,479	Internet Server Access Control and Monitoring System (Continuation)	Pending	01/12/98
	08/741,862	Controlled Transfer of Information in a Computer Network	Pending	10/29/96

FOREIGN PATENTS

AU 694367	96-59367	Internet Server Access Control and Monitoring Systems	11/5/98	06/03/96
CA 2221506	2221506	Internet Server Access Control and Monitoring Systems	Pending	06/03/96
N/A	Not yet available	Network Sales System (Divisional 1)	Pending	10/24/95
N/A	Not yet available	Network Sales System (Divisional 2)	Pending	10/24/95
N/A	Not yet available	Network Sales System (Divisional 3)	Pending	10/24/95
EP 830774	96916695.8	Internet Server Access Control and Monitoring Systems	Pending	06/03/96
EP 803105	95938874.5	Network Sales System	Pending	10/24/95
EP 734556	95905366.1	Digital Active Advertising	Pending	12/13/94
JP 11507752	09-503084	Internet Server Access Control and Monitoring Systems	Pending	06/03/96
JP 11096243	10-156563	Open Network Payment System and Method	Pending	12/13/94
JP 10509543	8-514123	Network Sales System	Pending	10/24/95
JP 10312434	10-156565	Open Network Sales System and Method	Pending	12/13/94
JP 10312433	10-156564	Payment System and Method by Open Network	Pending	12/13/94
JP 9500470	7-516906	Digital Active Advertising	Pending	12/13/94
N/A	US01/15621	Distributed Dynamic Web Page Caching System	Pending	05/14/01
WO 9952026	US99/07182	Electronic Commerce System	Abandoned	03/31/99
WO9819224	US97/19391	Controlled Transfer of Information in Computer Networks	Abandoned	10/29/97
WO 9715885	US96/16441	Managing Transfers of Information in a Communications Network	Abandoned	10/16/96
WO 9642041	US9607838	Internet Server Access Control and Monitoring Systems	National Phase	06/03/96
WO 9613013	US95/13723	Network Sales System	National Phase	10/24/95
WO 9516971	US94/14319	Digital Active Advertising	National Phase	12/13/94

PATENT NUMBER	APPLICATION NUMBER	TITLE	ISSUE DATE	APPLICATION FILING DATE
WO 9727553	US97/01642	Distributed Electronic Publishing System	Pending	01/29/97

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EXHIBIT "C"

TRADEMARKS

<u>DEBTOR</u>	<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
	Open Market	US		2,091,594	Registered
	Open Market Device	Switzerland		447349	Registered
	Open Market Device	Australia		713126	Registered
	Open Market	Australia		727766	Registered
	Open Market	Brazil		819630489	Pending
	Open Market	Brazil		81963470	Pending
	Open Market	Community Trademark		427443	Registered
	Open Market	Italy		745340	Registered
	Open Market	France		94548130	Registered
	Open Market	Canada		770345	Registered
	Open Market	United Kingdom		2004583	Registered
	Open Market	Germany		39405409	Registered
	Open Market	Japan		4317951	Registered
	Open Market	Japan		4155188	Registered
	Open Market	New Zealand		294849	Pending
	Open Market	New Zealand		294850	Pending
	Open Market	New Zealand		294851	Pending
	Open Market	Malaysia		9701160	Pending
	Open Market	South Africa		9618342	Registered
	Open Market	South Korea		403630	Registered
	Future of Business	US	76/817681		Pending
	Content Server	US			Pending
	Content Centre	US	76/088992		Pending
	Marketing Studio	US	76/088964		Pending
	Integration Centre	US			Pending
	PowerAssets	US	78/050499		Pending
	Open Market				
	Satellite Server	US	76/050186		Pending
	Satellite Server	US	76/049482		Pending
	Transact	US			Pending
	Catalog Centre	US	76/089282		Pending
	Smart Statement	US		2,164,270	Registered
	Webreporter	US		2,027,827	Registered
	ADFAST	US		2,063,757	Abandoned
	ADFAST	US		2,184,546	Abandoned
	ADONTIME	US	75/502031		Abandoned

ADCHECK	US	2,053,265	Abandoned
ADFAX	US	2,084,406	Abandoned
ADCOMMAND	US	2,170,160	Abandoned

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated August 15, 2001.

EXHIBIT "D"

MASK WORKS

<u>DEBTOR</u>	<u>MASK WORK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
	N/A				

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated August 15, 2001.

EXHIBIT "E"

<u>DEBTOR</u>	<u>LICENSEES</u>	<u>LICENSE</u>
	Johnson & Johnson Internet Number Corporation	Patent License Agreement Patent Assignment and License Agreement
	CommerceTone, Inc.	Patent License Agreement
	AT&T IBM	Patent License Agreement Patent License Agreement

COVENANTS NOT TO SUE

<u>DEBTOR</u>	<u>COUNTERPARTY</u>
	Raptor Systems NextPage, Inc. Intel Corporation Shopsite, Inc.

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, [NAME OF DEBTOR] organized and existing under the laws of the State of _____ having a place of business at _____ (the "Assignor"), has adopted and used and is using the trademarks (the "Trademarks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Trademarks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, divine, inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 1301 North Elston Avenue, Chicago, IL 60622 (the "Assignee"), is desirous of acquiring the Trademarks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Trademarks, together with (a) the registrations of and registration applications for the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____, 20____.

[DEBTOR]

Name: _____
Title : _____

STATE OF _____)
) ss:
COUNTY OF _____)

On this the _____ day of _____, 20____, before me appeared _____, the person who signed this instrument, who acknowledged that [s]he is the _____ of _____, and that being duly authorized [s]he signed such instrument as a free act on behalf of _____.

Notary Public

{Seal}

My commission expires: _____

ANNEX

Trademark
or
Service Mark

Registrations--
United States Patent and Trademark Office
Registration No.

Registration Date

[List chronologically in ascending numerical order]

Trademark
or
Service Mark

United States Patent and Trademark Office
Serial No.

Registrations--
Filing Date

[List chronologically in ascending numerical order]

EXHIBIT 2

ASSIGNMENT OF PATENTS (U.S.)

WHEREAS, [DEBTOR] organized and existing under the laws of the State of _____ having a place of business at _____ (the "Assignor"), has adopted and used and is using the trademarks (the "Trademarks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Trademarks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, divine, inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 1301 North Elston Avenue, Chicago, IL 60622 (the "Assignee"), is desirous of acquiring the Patents and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Patents, together with (a) the registrations of and registration applications for the Patents, (b) the goodwill of the business symbolized by and associated with the Patents and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Patents or the registrations thereof or such associated goodwill.

This Assignment of Patents (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Patents (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this _____ day of _____, 20____.

[DEBTOR]

Name: _____
Title : _____

STATE OF _____)
) ss:
COUNTY OF _____)

On this the _____ day of _____, 2001, before me appeared _____, the person who signed this instrument, who acknowledged that [s]he is the _____, and that being duly authorized [s]he signed such instrument as a free act on behalf of _____.

Notary Public

{Seal}

My commission expires: _____

ANNEX

Registrations--
United States Patent and Trademark Office
Registration No.

Patents

Registration Date

[List chronologically in ascending numerical order]

Registrations--
United States Patent and Trademark Office
Serial No.

Patents

Filing Date

[List chronologically in ascending numerical order]