

04-16-2002

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FORM PTO-1594

(Rev. 6-93)



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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

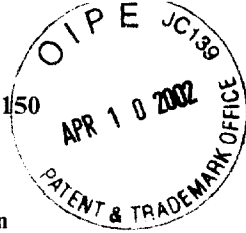
To the Honorable Commissioner of Patent

102058594

original documents or copy thereof.

1. Name of conveying party(ies):

Streampoint Financial, Inc.
826 Coal Creek Circle, Suite 150
Louisville, CO 80027



- 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
- Merger
- Security Agreement
- Change of Name
- Other Grant of IP Security Interest

Execution Date: March 6, 2002

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

Name: Sequel Limited Partnership II

Internal Address: _____

Street Address: 4430 Arapahoe, Suite 220

City: Boulder State: CO ZIP 80303

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

None

B. Trademark Registration No.(s)

2,383,770

Additional numbers attached? Yes No

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: 1

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

- 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

April 9, 2002

Date

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

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

04/16/2002 LINDSEY 0000056 236370 00.00 IP
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**GRANT OF IP SECURITY INTEREST
(PATENTS AND TRADEMARKS)**

THIS GRANT OF IP SECURITY INTEREST (PATENTS AND TRADEMARKS) is dated as March 6, 2002, by and between **STREAMPOINT FINANCIAL, INC.**, a Delaware corporation having its chief executive office at 826 Coal Creek Circle, Suite 150, Louisville, CO 80027 (the "**Assignor**"), and **SEQUEL LIMITED PARTNERSHIP III**, with an office at 4430 Arapahoe, Suite 220, Boulder, CO 80303, in its capacity as the collateral agent on behalf and for the benefit of the Credit Parties (in such capacity, the "**Assignee**"), as each term is defined in the Security Agreement (as defined below) (individually an "**Assignee**," and collectively the "**Assignees**").

WHEREAS, pursuant to that Secured Note Purchase Agreement, dated as of March 6, 2002 (the "**Purchase Agreement**"), by and among the Assignor and certain purchasers as defined therein (the "**Purchasers**"), the Purchasers have made and have agreed to make certain advances of money and to extend certain financial accommodations to Assignor as evidenced by those Secured Convertible Promissory Notes (the "**Notes**"), to be delivered by Assignor to the Purchasers (collectively, the "**Loans**");

WHEREAS, pursuant to the Intercreditor Agreement, dated as of March 6, 2002 (the "**Intercreditor Agreement**"), by and among the Assignee and the Credit Parties, the Assignee has agreed to act as collateral agent for the ratable benefit of the Credit Parties to, among other things, execute this Agreement;

WHEREAS, pursuant to the terms of a Security Agreement, dated as of March 6, 2002 (the "**Security Agreement**"), in favor of the Assignee, for the ratable benefit of the Credit Parties, the Assignor has granted to the Assignee a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the Collateral (as defined in the Security Agreement); and

WHEREAS, the Purchasers are willing to make and extend the Loans to and for the benefit of the Assignor, but only upon the condition, among others, that the Assignor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Assignee, on behalf of and for the benefit of the Credit Parties, in and to, all of Assignor's right, title and interest in and to all Patents and Trademarks (as described below and in the Security Agreement) to secure its payment and performance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

1. Unless otherwise defined herein, the terms defined in the Purchase Agreement and the Security Agreement are used herein as therein defined.

2. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Credit Parties to enter into the Purchase Agreement and the other Loan Documents and to make and extend the Loans to and for the benefit of the Assignor upon the terms and subject to the conditions thereof, Assignor hereby pledges and hypothecates to the Assignee, on behalf of and for the ratable benefit of the Credit Parties, and hereby grants to the Assignee, on behalf of and for the ratable benefit of the Credit Parties, a security interest in and to all of Assignor's respective right, title and interest in, to and under all Patents and Trademarks (as defined in the Security Agreement), including, without limitation, each registered Patent and Trademark and any Patent and Trademark applications listed on *Schedule A* 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part and renewals thereof.

3. The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

4. Following the termination of the Security Agreement in accordance with its terms, the Patents and Trademarks and any and all financing statements filed on behalf of the Assignee will be automatically terminated, released, and/or reassigned to the Assignor, and the Assignee will, at Assignor's sole cost and expense, execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

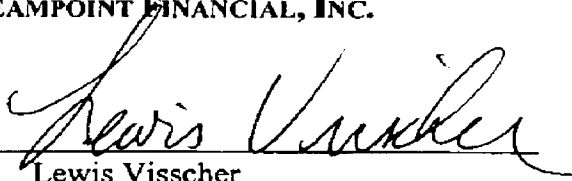
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IN WITNESS WHEREOF, each of the parties has caused this Grant of IP Security Interest (Patents and Trademarks) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

STREAMPOINT FINANCIAL, INC.

By:



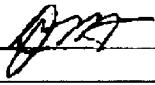
Lewis Visscher
Chief Financial Officer

ASSIGNEE:

SEQUEL LIMITED PARTNERSHIP III, as collateral agent

By: Sequel Venture Partners III, LLC

Its General Partner

By: 
Name: _____
Title: Manager

SCHEDULE A
PATENTS AND PATENT APPLICATIONS

None

TRADEMARK(S)

COUNTRY	TRADEMARK DESCRIPTION	REG. NO.	OWNER OF RECORD
United States	Streampoint®	2,383,770	Streampoint Financial Systems, Inc.

TRADEMARK APPLICATIONS

None

GRANT OF IP SECURITY INTEREST

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RECORDED: 04/10/2002

TRADEMARK
REEL: 002483 FRAME: 0627