



05-06-2002



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MARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594 RE
TRADEMARK (93:01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

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

1. Name of conveying party(ies):
Phase Forward Incorporated
5.1.02

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

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

2. Name and address of receiving party(ies)
Name: Silicon Valley Bank
Internal DBA: Silicon Valley East
Address:

Street Address: 3003 Tasman Drive
City: Santa Clara State: CA Zip: 95054

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

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: April 17, 2002

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

A. Trademark Application No.(s)
76/204,742 76/317,391 76/115,005
78/108,525 76/042,721
76/061,240 76/115,021

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2,531,619 2,539,913
2,366,760

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Christopher E. Kondracki
Internal Address:

Street Address: 2001 Jefferson Davis, Hwy.,
Suite 505
City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 265.00
 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.

Christopher E. Kondracki *Christopher E. Kondracki* *5/2/02*
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 11

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

05/03/2002 TDI:AZ: 00000204 76204742
01 FC:481 40.00 OP
02 FC:482 225.00 OP

TRADEMARK
REEL: 2499 FRAME: 0572

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 17th day of April, 2002, to be effective as of March 31, 2002, by and between **PHASE FORWARD INCORPORATED**, a Delaware corporation with its principal place of business at 1440 Main Street, Waltham, Massachusetts 02451 ("Grantor"), and **SILICON VALLEY BANK**, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462, doing business under the name "Silicon Valley East" ("Lender"). This Amended and Restated Intellectual Property Security Agreement amends and restates a certain Intellectual Property Security Agreement dated as of May 21, 2001, by and between Grantor and Lender.

RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Second Amended and Restated Loan and Security Agreement dated as of April 17, 2002 by and among Grantor and Lender (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, and Patents, and other assets, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 (as defined therein).

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 Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. Subject to section 4 of this IP Agreement, as collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest, in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright 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, now or hereafter existing, created, acquired or held, including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on EXHIBIT B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, whether registered

or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on EXHIBIT D attached hereto; and

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for (i) non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement, (ii) licenses or transfers under joint -or funded -development agreements, "work for hire" agreements or similar agreements pursuant to which Grantor collaborates with customers or third parties on product development and service offerings, (iii) licenses under joint marketing or similar agreements, (iv) Intellectual Property Collateral deposits made from time to time with Grantor's escrow agreements: that certain Escrow Agreement between Grantor and DSI Technology Services, Inc. made as of September 22, 1999; that certain Escrow Agreement between Domain Pharma Corporation (whose name was changed to Clinsoft Corporation, which was acquired by Grantor) and Fort Knox Escrow Services, Inc. (now DSI Technology Escrow Services, Inc.) made as of October 28, 1999; and that certain Master Software Escrow Agreement between The First National Bank of Boston, London (now Fleet National Bank) and BBN Software Products Corporation (a predecessor corporation of Clinsoft Corporation) made as of June 19, 1985.

(d) To its knowledge, no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and except as set forth in Schedule I hereto, no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party.

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, or Copyright specified in this IP Agreement.

(f) Grantor shall use commercially reasonable efforts to: (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, and Copyrights (ii) detect infringements of the Trademarks, Patents, and Copyrights and promptly advise Lender in writing of material infringements detected and (iii) not allow any

Trademarks, Patents, or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate. Lender understands and acknowledges that, notwithstanding anything in this IP Agreement or any other agreement or instrument to which Grantor and Lenders are parties, although Grantor has filed applications with the United States Patent and Trademark Office with respect to certain trademarks and patents, and may continue to do so in the future, there can be no assurances as to the approval of such applications and Grantor makes no representations or warranties as to the likelihood of such approval or the outcome of any challenges to such applications.

(g) Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time necessary to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral which accounts for a material portion of Grantor's revenue.

(h) This IP Agreement will create, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below.

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder.

(j) To its knowledge, all information heretofore or herein supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects..

(k) Subject to section 3(c) above, Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Subject to section 3(c) above, Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after thirty (30) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses or other agreements referred to in section 3(c), make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, as requested by Lender, to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral, in accordance with this IP Agreement.

(b) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, or Trademarks in which Grantor no longer has or claims any right, title or interest;

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law; and

(iii) Grantor hereby authorizes Lender to file financing statements without notice to Grantor with all appropriate jurisdictions, as Lender deems appropriate, in order to further perfect or protect Lender's interest in the Intellectual Property Collateral.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or

(b) Grantor breaches any material warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, and Trademarks to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall promptly execute and deliver to Grantor all terminations, releases, and other instruments as may be necessary

or proper to terminate this IP Agreement and the security interest granted to Lender by Grantor pursuant to section 1 of this IP Agreement.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Grantor, subject to the terms of this section; (ii) to prospective transferees or purchasers of any interest in the Loans, provided that the Lender will use commercially reasonable efforts in obtaining such prospective transferee or purchaser's agreement to the terms of this provision; (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender reasonably does not know that the third party is prohibited from disclosing the information.

16. Termination of IP Agreement. This IP Agreement shall be terminated and the Intellectual Property Collateral shall be released upon the satisfaction of (i) and (ii) below: (i) (a) Grantor receives Fifteen Million Dollars (\$15,000,000.00) in equity issued after January 25, 2002, or (b) Grantor receives Fifteen Million Dollars (\$15,000,000.00) in Subordinated Debt (as defined in the Loan Agreement) entered into after January 25, 2002, or (c) Grantor is profitable (based upon a satisfactory review by Lender of Grantor's financial statements submitted to Lender) for at least two (2) consecutive quarters (commencing with the date of this Agreement), and (ii) there is no Event of Default (as defined in the Loan Agreement) occurring on the date in which Grantor satisfies (i) above. The Grantor hereby ratifies and confirms the terms of a certain Negative Pledge Agreement between Grantor and Lender dated as of October 14, 1997, and that such Negative Pledge Agreement shall remain in full force and effect and shall not in any way be effected by any termination of this IP Agreement in accordance with the foregoing sentence.

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

Address of Grantor:

1440 Main Street, Waltham, Massachusetts 02451

GRANTOR:

PHASE FORWARD INCORPORATED

By: William G. Porter

Name: William G. Porter
Vice President, Finance

Title: Phase Forward Incorporated

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

56120/171

694019.5

EXHIBIT "B"

PATENTS

<u>PATENT DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL FILING NO.</u>	<u>DATE</u>	<u>STATUS</u>
Clinical Trial Data Management System and Method	2530.1001-000	US	09/012,441	June 5, 1998	Pending
Clinical Trial Data Management System and Method	2530.1001-003	Europe	99926196.8	June 3, 1999	Pending

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK DESCRIPTION (class)</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
CLINSOFT	United States of America	76/204,742		Pending
CLINTRIAL	Japan		3.165.181	Registered
CLINTRIAL	Australia			Pending
CLINTRIAL	Canada		TMA 507425	Registered
CLINTRIAL	Norway		164.332	Registered
CLINTRIAL	Sweden		255.321	Registered
CLINTRIAL	Germany		2060263	Registered
CLINTRIAL	Denmark		VR 06.180 1993	Registered
CLINTRIAL	France		93480609	Registered
CLINTRIAL	Italy		664720	Registered
CLINTRIAL	Benelux		536067	Registered
CLINTRIAL	Switzerland		415571	Registered
CLINTRIAL	United Kingdom			Pending
CLINTRACE	United States of America	78/108525		Pending
CLINTRACE	Australia	899355		Pending
CLINTRACE	Japan			Pending
INDEPTH	European Community	1998608		Pending
INDEPTH	Switzerland		4868000	Registered
INFORM (9)(38)(42)	European Community	2061547		Pending
INFORM (9)	Switzerland	00883/2001		Pending
INFORM	Australia			Pending
INFORM	Japan			Pending
INFORM ARCHITECT (9)(38)(42)	European Community	1981521		Pending
INFORM ARCHITECT (9)	United States of America	76/061.240		Pending
INFORM NETDIARY	United States of America	76/317.311		Pending
INFORM NETDIARY	Australia			Pending
INFORM NETDIARY	Japan			Pending
INFORM UNPLUGGED	European Community	2193100		Pending
INFORM UNPLUGGED	Switzerland		488439	Registered
INFUSION (9)	United States of America	76/042721		Pending
INFUSION (9)(38)(42)	European Community	1931443		Pending
INFUSION (9)	Switzerland	00885/2001		Pending
INPHASE (9)(38)(42)	European Community	1998640		Pending
INPHASE (42)	Switzerland		00886/2001	Registered
INPHASE (42)	United States of America		2531619	Registered
INTRUST	European Community	1931526		Registered
INTRUST	Switzerland		486802	Registered
PF PHASE FORWARD LOGO (9)	United States of America	76/115021		Pending
PF PHASE FORWARD LOGO (42)	United States of America	76/115.005		Pending
PHASE FORWARD (9)(16)(42)	European Community	1821578		Pending
PHASE FORWARD (9)	Switzerland	00888/2001		Pending
PHASE FORWARD (9)	United States of America		2366760	Registered
PHASE FORWARD	Japan			
PHASE FORWARD	Australia			

THE FUTURE OF CLINICAL TRIALS (9)(16)(42)	European Community	1854009	Pending
THE FUTURE OF CLINICAL TRIALS (16)	United States of America	2539913	Registered

The trademark list on this Exhibit C does not contain those trademarks that Grantor acquired in the acquisition of Clinsoft Corporation that it will abandon.

Some of the marks listed above are in the name of Domain Pharma Corporation. The Grantor is in the process of filing the necessary documents with the U.S. Patent and Trademark Office and foreign authorities to revise the name to Phase Forward Incorporated.

Notwithstanding anything in the IP Agreement to the contrary, in no event shall any right, title or interest be transferred to Lender in any of Grantor's "Intent to Use" trademark applications filed with the U.S. Patent and Trademark Office during the period of time in which the U.S. Patent and Trademark Office designates such as Intent to Use (but such exclusion shall terminate upon the listing of any other designation by the U.S. Patent and Trademark Office).

Schedule I

CB Technologies, Inc. trademark infringement claim relating to the mark INFORM UNPLUGGED, which was settled and dismissed with prejudice October 2, 2001.

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