

08-15-2002

FORM PTO-1594
(Rev. 6-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of F
thereof.

102191140

the attached original documents or copy

1. Name of conveying party(ies):
 Contrado, Inc.
 600 East Carpenter Freeway
 Suite 320
 Irving, Texas 75062

8.13.02

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 _____

Execution Date: _____ July 30, 2002

2. Name and address of receiving party(ies):
 Name: _____ Feld Partners Investments, L.P.
 Internal Address: _____
 Street Address: _____ 6363 State Highway 161, Suite 100
 City: _____ Irving _____ State: _____ Texas _____ ZIP _____ 75038

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____ Delaware
 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) 75/856,526, 76/157,072, 76/157,155 and 76/197,859

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: _____ Cooley Godward LLP
 Internal Address: _____ Attn: Andrew Hartman, Esq.
 Street Address: _____ 380 Interlocken Crescent, Suite 900
 City: _____ Broomfield _____ State: _____ Colorado _____ ZIP _____ 80021

6. Total number of applications and registration 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.

Andrew Hartman
 Andrew Hartman, Esq. August 8, 2002
 Date

Total number of pages including cover sheet, attachments, and document: 5

08/15/2002 AAHMED1 00000001 75856526

01 FC:481 40.00 DP
02 FC:482

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

GRANT OF SECURITY INTEREST (PATENTS AND TRADEMARKS)

THIS GRANT OF SECURITY INTEREST (PATENTS AND TRADEMARKS) is dated as of July 30, 2002, between **CONTRADO, INC.**, a Delaware corporation (the "**Assignor**") having its chief executive office at 600 E. John Carpenter Freeway, Suite 320, Irving, TX 75062 and **FELD PARTNERS INVESTMENTS, L.P.**, a Delaware limited partnership (the "**Assignee**") having an office at 6363 State Highway 161, Suite 100, Irving TX 75038.

WHEREAS, the Assignee has made and has agreed to make certain advances of money and to extend certain financial accommodations to the Assignor pursuant to the terms of that certain Secured Promissory Note, dated of even date herewith (as the same may be amended, modified or restated, the "**Note**"), executed and delivered by the Assignor to the Assignee;

WHEREAS, pursuant to the terms of a Security Agreement, of even date herewith (as the same may be amended, modified or restated, the "**Security Agreement**"), 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 Assignee is willing to make and extend the financial accommodations to 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 the Assignee, 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 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 Assignee to make and extend the financial accommodations to the Assignor, the Assignor hereby pledges and hypothecates to the Assignee, and hereby grants to the Assignee a security interest in and to all of the Assignor's right, title and interest in, to and under all Patents and Trademarks, including, without limitation, each registered Patent, any Patent applications, each registered Trademark, and any 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 fees, 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.

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.

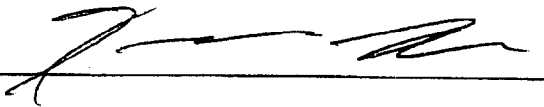
Following the termination of the Security Agreement in accordance with its terms, the Assignee's security interest in the Patents and Trademarks will be automatically terminated, released, and/or reassigned to the Assignor, and the Assignee will execute such instruments as may be reasonably requested by the Assignor to evidence such termination, release, and/or reassignment, at the Assignor's sole cost and expense.

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

[Remainder of Page Intentionally Blank]

ASSIGNOR:

CONTRADO, INC.

By: 

Name: Kenny Feld

Title: President and Chief Executive Officer

ASSIGNEE:


FELD PARTNERS INVESTMENTS, L.P.

By: 

Printed Name: M. Keller

Title: CEO

SCHEDULE A

MARK	APPLICATION REGISTRATION	CLASS: GOODS/SERVICES	STATUS
CONTRADO	Application No. 75/856,526	<u>Class 9</u> : Computer software for network management.	Filed : 11/22/99
	Application No. 76/157,072	<u>Class 9</u> : Computer software for network management.	Filed: 10/30/00
POWERING THE SOFTWARE SUPPLY CHAIN	Application No. 76/157,155	<u>Class 9</u> : Computer software for network management.	Filed: 10/30/00
SOFTWARE SUPPLY CHAIN	Application No. 76/197,859	<u>Class 9</u> : Computer software for network management.	Filed: 01/22/01