

08-20-2002



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RECORDATION FORM  
**TRADEMARKS ONLY**

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

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼

85002

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

1. Name of conveying party(ies):  
Keylime Software, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: July 16, 2002

2. Name and address of receiving party(ies)

Name: Transamerica Technology Finance Corporation

Internal

Address: \_\_\_\_\_

Street Address: 76 Batterson Park Road

City: Farmington State: CT Zip: 06032

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

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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 75/711,657;

75/712,181; 76/085,031; 76/084,938

Additional number(s) attached  Yes  No

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

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

4

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

MATTHEW N. McALPINE  
Senior Vice President  
Name of Person Signing

*Matthew N. McAlpine*  
Signature

August 15, 2002  
Date

6

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

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

08/21/2002 6TON11 00000028 75711657

01 FC:481  
02 FC:482

40.00 DP  
75.00 DP

TRADEMARK  
REEL: 002565 FRAME: 0545

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 16, 2002 by and between **TRANSAMERICA TECHNOLOGY FINANCE CORPORATION**, successor-in-interest to **TRANSAMERICA BUSINESS CREDIT CORPORATION**, a Delaware corporation, ("TTFC") and **KEYLIME SOFTWARE, INC.**, a Delaware corporation ("Grantor"), with reference to the following facts:

TTFC and Grantor are parties to that certain Master Loan and Security Agreement dated as of November 29, 2000 (as amended from time to time, the "Loan Agreement"). TTFC and Grantor are entering into that certain Security Agreement of even date (the "Security Agreement"). The Loan Agreement, the Security Agreement, and all other "Loan Documents" (as defined in the Loan Agreement) are referred to herein as the "Loan Documents". Unless otherwise defined, capitalized terms used herein have the meanings assigned in the Loan Agreement. Pursuant to the terms of the Security Agreement, Grantor has granted to TTFC a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral as defined in the Security Agreement.

NOW, THEREFORE, Grantor agrees as follows:

To secure performance of its "Obligations" as defined in the Loan Agreement, Grantor grants to TTFC a security interest in all of Grantor's right, title and interest in all of Grantor's present and future Intellectual Property including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto, and including without limitation all proceeds thereof (including without limitation all license royalties and proceeds of infringement suits) (collectively, the "Intellectual Property"); provided, however, that such security interest is subordinated to the security interest granted to the Bridge Investors or other lenders of up to \$2,500,000 in principal and \$500,000 in accrued interest, fees and other expenses (but, in any event, not including certain Merger Premium or other similar success fees or payments, as more fully contemplated by the Security Agreement).

Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or exclusively licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or exclusively licensed to Grantor, and (iii) listed on Schedule C are all of Grantor's material software, computer programs and other works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to Grantor on a non-exclusive basis), including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Grantor. Grantor shall, within 30 days after the date hereof, register or cause to be registered (to the extent not already registered) with the United States Copyright Office those intellectual property rights listed on Schedule C hereto. Grantor shall register or cause to be registered on an expedited basis with the United States Copyright Office any additional software, computer programs and other works of authorship developed or acquired by Grantor from time to time hereafter (including without limitation revisions or additions to the intellectual property rights listed on such Schedule C). Grantor shall from time to time, execute and file such other

instruments, and take such further actions as TTFC may reasonably request from time to time to perfect or continue the perfection of TTFC's interest in the Intellectual Property.

TTFC shall have all of the rights and remedies provided in the Loan Agreement, the Security Agreement and the other Loan Documents, and which it otherwise has at law and in equity, with respect to the Intellectual Property, and all rights hereunder and thereunder are cumulative.

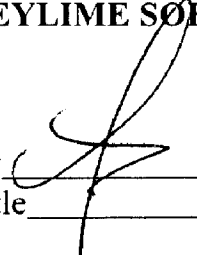
Notwithstanding the foregoing to the contrary, this Intellectual Property Security Agreement is subject to and controlled by the terms of the Security Agreement and the terms and conditions of the Intercreditor Agreement dated as of even date herewith by and among Grantor, TTFC, the "Senior Lenders" and any "Additional Bridge Lenders" (all as contemplated by the Security Agreement), and, in the event of any inconsistency between the terms of the Intercreditor Agreement or the Security Agreement, on the one hand, and this Agreement, on the other hand, the terms of the Intercreditor Agreement shall take precedence over the other two followed by the Security Agreement and then this Agreement. This Intellectual Property Security Agreement shall not become effective until the Amendment to Master Loan and Security Agreement, Promissory Note No. 1 and Promissory Note No. 2, dated as of July 16, 2002, by and between TTFC and Grantor becomes effective by its terms.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

2711 Loker Avenue West  
Carlsbad, CA 92008

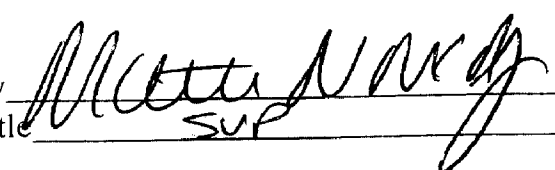
**KEYLIME SOFTWARE, INC.**

By  \_\_\_\_\_  
Title CEO

Address of TTFC:

76 Batterson Park Road  
Farmington, CT 06032

**TRANSAMERICA TECHNOLOGY  
FINANCE CORPORATION formerly  
known as TRANSAMERICA BUSINESS  
CREDIT CORPORATION**

By  \_\_\_\_\_  
Title SVP

SCHEDULE A

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
KEYLIME (US)	75/711,657	May 21, 1999
KEYLIME (US)	75/712,181	May 21, 1999
LIMELIGHT (US)	76/085,031	July 7, 2000
LIMELIGHT (US)	76/084,938	July 7, 2000
LIMELIGHT (Canada)	1,087,758	December 28, 2000
LIMELIGHT (ABANDONED) (China)	2000204218	December 26, 2000
LIMELIGHT (China)	2000204217	December 26, 2000
LIMELIGHT (European Union)	2023083	December 31, 2000
LIMELIGHT (Hong Kong)	12936/2001	July 7, 2000
LIMELIGHT (Hong Kong)	27951/2000	December 28, 2000
LIMELIGHT (Japan)	2000-140344	December 27, 2000
LIMELIGHT (Singapore)	T00/22075G	December 29, 2000
LIMELIGHT (Singapore)	T00/22076E	December 29, 2000
LIMELIGHT (South Korea)	45-2000-6143	December 28, 2000
LIMELIGHT (Taiwan)	(89)75601	December 28, 2000
LIMELIGHT (Taiwan)	(89)75600	December 28, 2000

SCHEDULE B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and method for monitoring use interaction with electronic devices	60/137788 (US)	June 3, 1999
System and method for monitoring user interaction web pages	60/139915 (US)	June 17, 1999
System and method for monitoring use interaction with web pages	09/587236 (US)	June 2, 2000
System and method for monitoring the interaction of randomly selected users with a web domain	09/832434 (US)	April 10, 2001

SCHEDULE C

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

LimeLight™  
LimeXtract™