

09-11-2002

Form PTO-1594
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ET U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 9.9.02
Coradiant, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: GrandBanks Capital, Inc. as collateral agent
Internal Address: _____
Street Address: 10 Langley Road
City: Newton State: MA Zip: 02459
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: August 16, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 76,144,109;
76,144,108; and 76,144,107
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Fritz W. Backus, Esq.
Internal Address: Seyfarth Shaw

Street Address: Two Seaport Lane, Suite 300

City: Boston State: MA Zip: 02210

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Nicholas Kourtis Nicholas F Kourtis 8.26.02
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 7

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FINANCE SECTION

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

01 FC:481
02 FC:482

40.00 OP
50.00 OP

TRADEMARK
REEL: 002579 FRAME: 0202

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated August 16 2002 is entered into between GRAND BANKSCAPITAL, INC. ("Collateral Agent"), as Agent for Lenders (as identified in the Security Agreement) and CORADIANT INC. ("Grantor").

RECITALS

A. Lenders will make advances to Grantor ("Loans") as described in a certain Note and Warrant Purchase Agreement (the "Purchase Agreement"), but only if Grantor grants Collateral Agent a security interest in its Copyrights, Trademarks, Patents, and Mask Works.

B. Grantor has granted Collateral Agent, for the benefit of Lenders, a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral as described in a certain Security Agreement by and between Grantor and the Collateral Agent dated August 16, 2002 (the "Security Agreement").

AGREEMENT

Grantor grants Collateral Agent, for the benefit of Lenders, a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D, respectively), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Security Agreement. Collateral Agent's rights and remedies in the security interest are in addition to those in the Purchase Agreement, Security Agreement and the other loan documents, and those available in law or equity. Collateral Agent's rights, powers and interests are cumulative with every right, power or remedy provided here. Collateral Agent's exercise its rights, powers or remedies in this Agreement, the Purchase Agreement, Security Agreement or any other loan document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

GRANDBANKS CAPITAL, INC.

CORADIANT INC.



(Signature)

(Signature)

PRESIDENT

(Title)

(Title)

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GRANDBANKS CAPITAL, INC.

(Signature)

(Title)

CORADIANT INC.

Nubalax F Kontar
(Signature)

Upand General Counsel
(Title)

SCHEDULE A

Copyrights

None

SCHEDULE B

Patents and Patent Applications

U.S. Patent Application Serial No. 10/160,608 filed May 31, 2002 entitled "Method and Apparatus for Diagnosing Network Performance Issues through Correlative Analysis".

SCHEDULE C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Coradiant	76,144,109	October 10, 2000
Coradiant Design	76,144,108	October 10, 2000
Outsight	76,144,107	October 10, 2000

SCHEDULE D

Masterworks

None