

O.I.P.E. SEP 05 2002 MAIL DATE TRADEMARK OFFICE

09-13-2002



102220861

To the Honorable Commissioner of Patents and Trademarks  
B

Send original documents or copy thereof.

1. Name of conveying party(ies):  
MONETRICS, INC. 9-5-02

- Individual(s)
- General Partnership
- Corporation-State
- Other

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

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

Name: BANCBOSTON VENTURES INC.  
Internal Address: \_\_\_\_\_  
Street Address: 175 Federal Street, MABOS 75-10-01  
City Boston State MA ZIP 02110

Name: EGAN MANAGED CAPITAL II, L.P.  
Internal Address: \_\_\_\_\_  
Street Address: 30 Federal Street  
City Boston State MA ZIP 02110

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Egan Managed Capital II, L.P.
- Corporation-State Bancboston Ventures Inc.
- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amended and Restated Intellectual Property Security Agreement

Execution Date: April 18, 2002

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

A. Trademark Application No.(s) 76/171723, 76/259359 and 76/259646

B. Trademark registration No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

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

PENNIE & EDMONDS LLP  
1155 Avenue of the Americas  
New York, NY 10036

Attn.: Ognjan V. Shentov  
File No.: 010170-0002-999

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41):.....\$ 120.00

Please charge to the deposit account listed in Section 8.

8. Deposit account number: 16-1150

**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.*

Ognjan V. Shentov 38,051  
Name of Person Signing Reg. No.

Ognjan V. Shentov  
Signature

September 5, 2001  
Date

Total number of pages comprising cover sheet: 9

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

09/12/2002 6TDM11 00000104 161150 76171723

01 FC:481 40.00 CH  
02 FC:482 50.00 CH

NY2 - 1349713.1

AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 18, 2002 by and among MONETRICS, INC., a Delaware corporation (the "Company") and the Lenders named on the signature page attached hereto (collectively, the "Lenders"), with reference to the following facts:

RECITALS

The Lenders and the Company are parties to that certain Note Purchase Agreement of even date herewith (the "2002 Agreement") and that certain Note and Warrant Purchase Agreement dated as of October 12, 2001 (the "2001 Agreement" and together with the 2002 Agreement, the "Purchase Agreements"). Capitalized terms used herein have the meaning assigned in the Purchase Agreements and the terms of the Purchase Agreements are incorporated herein by reference. Pursuant to the terms of the Purchase Agreements, the Company has granted to the Lenders a security interest in all of the Company's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral.

NOW, THEREFORE, Company agrees as follows:

AGREEMENT

This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement, dated as of October 12, 2001 by and among the Company and the Lenders.

To secure performance of its "Obligations" in the Purchase Agreements, the Company grants to the Lenders a security interest in all of the Company's right, title and interest in the Company's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C 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), subject to any Permitted Liens as defined in the Purchase Agreements.

The Company represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by the Company or licensed to the Company, (ii) listed on Schedule B are all patents and patent applications owned or controlled by the Company or licensed to the Company, and (iii) listed on Schedule C are all of the Company's material works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to the Company 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 the Company. The Company shall, within 15 days after the date hereof, apply to register (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Schedules A, B and C hereto. The Company shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional patents, trademarks, software, computer programs and other works of authorship

developed or acquired by the Company from time to time hereafter (including without limitation revisions or additions to the intellectual property rights listed on such Schedules A, B and C). The Company shall from time to time, execute and file such other instruments, and take such further actions as the Lenders may reasonably request from time to time to perfect or continue the perfection of the Lenders' interest in the intellectual property.


This security interest is granted in conjunction with the security interest granted to the Lenders under the Purchase Agreements. Each right, power and remedy of the Lenders provided for herein shall not preclude the simultaneous or later exercise by the Lenders of any or all other rights, powers or remedies.

**[END OF TEXT]**

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

**COMPANY:**

**MONETRICS, INC.**

By:   
Name: DAVID LARSEN  
Title: PRESIDENT

**Address:**  
900 Cummings Center, Suite 207V  
Beverly, MA 01915  
Attn: Chief Executive Officer

**LENDERS:**

**BANCBOSTON VENTURES INC.**

By: \_\_\_\_\_  
Name:  
Title:

**Address:**  
175 Federal Street  
MABOS 75-10-01  
Boston, MA 02110  
Fax: (617) 434-1165

**EGAN MANAGED CAPITAL II, L.P.**  
By: EMC Partners II, L.P., its general partners

By: \_\_\_\_\_  
Name: Michael H. Shanahan  
Title: Managing Partner

**Address:**  
30 Federal Street  
Boston, MA 02110  
Fax: (617) 695-2699

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

**COMPANY:**


**MONETRICS, INC.**

By \_\_\_\_\_  
Name:  
Title:

Address:  
900 Cummings Center, Suite 207V  
Beverly, MA 01915  
Attn: Chief Executive Officer

**LENDERS:**

**BANCOSTON VENTURES INC.**

By:   
Name: William A. Parent  
Title: Director

Address:  
175 Federal Street  
MABOS 75-10-01  
Boston, MA 02110  
Fax: (617) 434-1165

**EGAN MANAGED CAPITAL II, L.P.**  
By: EMC Partners II, L.P., its general partners

By: \_\_\_\_\_  
Name: Michael H. Shanahan  
Title: Managing Partner

Address:  
30 Federal Street  
Boston, MA 02110  
Fax: (617) 695-2699

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Attn: Chief Executive Officer

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By: \_\_\_\_\_  
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Title:

**Address:**  
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**EGAN MANAGED CAPITAL II, L.P.**  
By: EMC Partners II, L.P., its general partners

By: Michael H. Shanahan  
Name: Michael H. Shanahan  
Title: Managing Partner

**Address:**  
30 Federal Street  
Boston, MA 02110  
Fax: (617) 695-2699

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MONETRICS	76/171723	November 28, 2000
DECISION ENGINE	76/259359	May 18, 2001
MONETRICS THE SCIENCE OF UNDERWRITING	76/259646	May 18, 2001

**SCHEDULE B**

**Patents**

<b><u>Description</u></b>	<b><u>Registration/ Application Number</u></b>	<b><u>Registration/ Application Date</u></b>
<b>A Computer Based System and Method for Assigning Credit Tiers and Calculating Sales Parameters, Finance Options, and Profits</b>	<b>09/245,040</b>	<b>May 5, 1999</b>



SCHEDULE C

Copyrights

None.