

10-15-2002

Form PTO-1594
(Rev. 03/01)
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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):

Investor Force, Inc.
1400 Liberty Ridge Drive, Suite 107
Wayne, PA 19087

- 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: Comerica Bank-California

Internal

Address: _____

Street Address: 2701 Renaissance Boulevard

City: King of Prussia State: PA Zip: 19406

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Bank

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: 07/18/2002

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

A. Trademark Application No.(s) Not Applicable

B. Trademark Registration No.(s) See Exhibit C of the attached Security Agreement

Additional number(s) attached Yes No

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

Name: Paula T. Bradley, Paralegal

Internal Address: _____

McCausland, Keen & Buckman

Street Address: 259 N. Radnor-Chester Road

Suite 160

City: Radnor State: PA Zip: 19087

6. Total number of applications and registrations involved: _____

11

7. Total fee (37 CFR 3.41).....\$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Not Applicable

DO NOT USE THIS SPACE

9. Signature.

Paula T. Bradley
Name of Person Signing

Paula T. Bradley
Signature

October 8, 2002
Date

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

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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:8521 40.00 OP
02 FC:8522 250.00 OP

TRADEMARK
REEL: 002597 FRAME: 0792

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
<u>I. Marks Filed in the United States</u>		
Empowering Institutional Investors	75,917,981	2/10/2000
Investor Force (Statement of Use Filed)	75,917,982	2/10/2000
IFTV	76,066,357	6/8/2000
Investor Force.com	75,930,805	2/29/2000
Search Exchange	76,034,184	4/25/2000
I On Investments	76,066,356	6/8/2000
Investor Force TV	76,066,354	6/8/2000
The Indispensable Workplace for Institutional Investors World-Wide	76,064,823	6/6/2000
Miscellaneous Swoosh Design	76,065,001	6/7/2000
Investor Force.com and Design (Statement of Use Filed)	76,065,000	6/7/2000
Investor Force Communication Center	76,066,355	6/8/2000
<u>II. Marks Filed in Canada</u>		
Investor Force	PCT/US01/19290	8/4/2000

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 18, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and INVESTOR FORCE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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

GRANTOR:

Address of Grantor:

1400 Liberty Ridge Drive
Suite 107
Wayne, PA 19087
Attn: Chief Financial Officer

INVESTOR FORCE, INC.

By:  _____

Title: Chief Financial Officer

BANK:

Address of Bank:

Comerica Bank—California
Commercial Loan Services Department
9920 S. La Cienega Blvd., 14th Floor
Inglewood, CA 90301

COMERICA BANK-CALIFORNIA

By: _____

Title: _____

Attn: Loan Documentation

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

GRANTOR:

Address of Grantor:

1400 Liberty Ridge Drive
Suite 107
Wayne, PA 19087
Attn: Chief Financial Officer

INVESTOR FORCE, INC.

By: _____

Title: _____

BANK:

Address of Bank:

Comerica Bank—California
Commercial Loan Services Department
9920 S. La Cienega Blvd., 14th Floor
Inglewood, CA 90301

COMERICA BANK-CALIFORNIA

By: G Lambert

Title: Vice President

Attn: Loan Documentation

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Method for Evaluating and Comparing Program Vendors	09/591,720	6/8/2000
Network System for Handling Requests for Proposal Relating to the Selection of an Investment Advisor by an Institutional Investor	09/594,380	6/15/2000
Network System for Handling Electronic Mail, News and Communications Between an Institutional Investor and Investment Advisor	09/609,860	7/5/2000