

11-20-2002

FORM PTO-1594

(Rev. 03/01)  
OMB No. 0651-0027 (exp. 05/31/2002)



102286757

T U.S. DEPARTMENT OF COMMERCE  
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):  
**EVOLUTIONARY TECHNOLOGIES INTERNATIONAL, INC.**  
 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: **Silicon Valley Bank**  
Internal Address: HA155  
Street Address: 3003 Tasman Drive  
City: Santa Clara State: CA ZIP: 95054  
*11-18-02*

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: **10/23/02**

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State **DE**  
 Other  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
**76/372,917**

B. Trademark No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Silicon Valley Bank**  
Internal Address: Loan Documentation HA155  
Street Address: 3003 Tasman Dr.  
City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: **1**  
7. Total fee (37 CFR 3.41): **\$40.00**  
 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

~~11/19/2002 DBYRME 00000193 76372917~~  
~~01 FC-8521 40.00 DP~~

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.*

Shannon Hubbard  
Name of Person Signing *Shannon Hubbard* Signature *11/7/02* Date

Total number of pages including cover sheet, attachments, and document: **6**  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002619 FRAME: 0612**

**SUPPLEMENT ONE  
TO  
COLLATERAL ASSIGNMENT, PATENT MORTGAGE  
AND SECURITY AGREEMENT**

This Supplement One to Collateral Assignment, Patent Mortgage and Security Agreement is made as of October 23, 2002 by and between Evolutionary Technologies International, Inc. ("Assignor"), and Silicon Valley Bank, a California banking corporation ("Assignee").

**RECITALS**

A. Assignee and Assignor are parties to that certain Loan and Security Agreement dated October 24, 2000 (the "Loan Agreement") and that certain Collateral Assignment, Patent Mortgage and Security Agreement dated January 19, 2001 (the "Original IP Agreement"), which was recorded in the U.S. Copyright Office on January 30, 2001, Volume 3464, Page 879 with respect to the copyrights identified therein, and which was recorded in the U.S. Patent and Trademark Office on January 30, 2001, Reel/Frame 011483/0251 with respect to the patents identified therein. (Capitalized terms used herein, which are not defined, shall have the meanings set forth in the Original IP Agreement.)

B. The parties desire to supplement the Original IP Agreement to make specific reference to the specific additional intellectual property set forth below (the "Additional Specified Collateral"), but the parties acknowledge that the Original IP Agreement covers the Additional Specified Collateral, and the purpose of this Supplement is simply to specifically identify the Additional Specified Collateral of record.

The Original IP Agreement, as supplemented hereby, shall continue in full force and effect with respect to the Collateral described therein.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. Exhibit A-1 and Exhibit C of the Original IP Agreement are hereby supplemented by the addition of all of the intellectual property set forth on Exhibit A attached hereto, in each instance, effective as of the date set forth with respect to each item, so that the "Collateral" (as defined in the Original IP Agreement) includes, without limitation, all of the intellectual property set forth in Exhibit A-1 and Exhibit C to the Original IP Agreement and all of the intellectual property set forth in Exhibit A hereto, in each instance, effective as of the date set forth with respect to each item (to the extent that a security interest therein is necessary to permit Assignee to have a security interest in the accounts, accounts receivable and general intangibles of Assignor that are derived from the sale or license of the Collateral or otherwise constitute proceeds of the Collateral, all as more fully set forth in the Original IP Agreement).

2. Assignor confirms its grant to Assignee of a security interest in Assignor's entire right, title and interest in the Collateral, including, without limitation, the intellectual property set forth on Exhibit A hereto, in each instance, effective as of the date set forth with respect to each item (to the extent that a security interest therein is necessary to permit Assignee to have a

security interest in the accounts, accounts receivable and general intangibles of Assignor that are derived from the sale or license of the Collateral or otherwise constitute proceeds of the Collateral, all as more fully set forth in the Original IP Agreement), for purposes of securing the Obligations (as defined in the Loan Agreement) of Assignor to Assignee. The interest in the Collateral being assigned hereunder shall not be construed as a current assignment, but as a contingent assignment to secure Assignor's Obligations to Assignee under the Loan Agreement.

3. As supplemented hereby, all terms and conditions of the Original IP Agreement shall continue in full force and effect, and Assignor represents and warrants to Assignee that all representations and warranties set forth in the Original IP Agreement, as supplemented hereby, are true and correct as of the date hereof; provided, however, that each such term and condition of the Original IP Agreement and each such representation and warranty of Assignor contained therein, as supplemented hereby, shall be effective as to each item of intellectual property set forth on Exhibit A attached hereto as of the date set forth with respect to each such item. This Supplement is an integral part of the Original IP Agreement, effective as to each item of intellectual property set forth on Exhibit A attached hereto as of the date set forth with respect to each such item.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement One to Collateral Assignment, Patent Mortgage and Security Agreement on the day and year first above written.

**ASSIGNOR:**

Evolutionary Technologies International, Inc.

By: Katherine G. Hammer

Title: President and CEO

Name (please print):

Katherine G. Hammer

**Address of Assignor:**

816 Congress Avenue

Suite 1300

Austin, Texas 78701

**ASSIGNEE:**

Silicon Valley Bank

By: J. Renee Hudrall

Title: Vice President

Name (please print):

J. Renee Hudrall

**Address of Assignee:**

3003 Tasman Drive  
Santa Clara, CA 95054

STATE OF Texas )  
 ) ss.  
COUNTY OF Trawis )

On Oct. 24, 2002, before me, Rebecca Foletta  
\_\_\_\_\_, Notary Public, personally appeared

Katherine Hammer,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Rebecca Foletta  
(Seal)

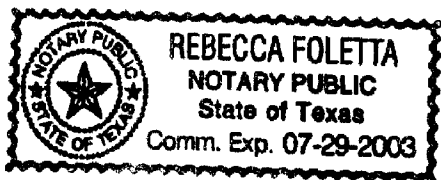


EXHIBIT "A"

REGISTERED COPYRIGHTS

<u>COPYRIGHT</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
ETI•Impact Analyst™ 4.1.1	TX 5-380-343	05-01-2001
ETI•Meta Scheduler™ 4.0.0	TX 5-494-646	04-23-2001
ETI•Accelerator™ for COBOL/MQ Series 4.1.0	TX 5-494-647	04-23-2001
ETI•EXTRACT® Data System Library for C/DB2 DA 4.1.0	TX 5-381-796	05-01-2001
ETI•EXTRACT® DSL for C/DB2 DA 4.1.0	TX 5-381-796	05-01-2001

UNREGISTERED COPYRIGHTS

DESCRIPTION OF COPYRIGHTS:

**NO SUPPLEMENTAL UNREGISTERED COPYRIGHT INFORMATION**

DESCRIPTION OF LICENSE AGREEMENTS:

**NO SUPPLEMENTAL LICENSE INFORMATION**

PATENTS

<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
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**NO SUPPLEMENTAL PATENT INFORMATION**

TRADEMARKS

<u>MARK</u>	<u>REG./FILE DATE</u>	<u>APP./SERIAL NO.</u>	<u>STATUS</u>
ETI Solution	02-19-2002	76/372917	An opposition has been filed, and will respond by Dec. 19, 2002

ETI  
KSH