

FORM PTO-1584 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab Settings

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

1. Name of conveying party(ies): Engenia Software, Inc. 1800 Alexander Bell Drive, Suite 100 Reston, VA 20191

2. Name and address of receiving party(ies) Name: St. Paul Venture Capital VI, LLC Internal Address: Street Address: 10400 Viking Drive, Suite 550 City: Eden Prairie State: MN Zip: 55344

3. Nature of conveyance: Security Agreement Execution Date: March 26, 2003

If assignee is not domiciled in the United States, a domestic representative designation is attached: Additional name(s) & address(es) attached?

4. Application number(s) or registration number(s) A. Trademark Application No.(s) 76462008; 76462009; 76462007

B. Trademark Registration No.(s) 2634423; 2630730; 2596695; 2579366

5. Name and address of party to whom correspondence concerning document should be mailed: Nancy Bouch, Senior Legal Assistant Wilson Sonsini Goodrich & Rosati, PC 1117-2-B Street Address: 650 Page Mill Road City: Palo Alto State: CA Zip: 94304

6. Total number of applications and registrations involved: 7 7. Total fee (37 CFR 3.41) \$ 190.00 8. Deposit account number: 23-2415 (Ref.#28973.000)

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. Nancy Bouch Signature Date 03/26/2003

Total number of pages including cover sheet, attachments, and document: 22 Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

2. Name and address of additional receiving parties:

Dominion Fund V

1656 North California Boulevard
Suite 300
Walnut Creek, CA 94596

Vanguard Atlantic, Ltd.

Moir Road, Box 1360
Saranac Lake, New York 12983

Topaz Investors, LLC

15 W. Aylesbury Rd.
Suite 700
Timonium, MD 21093

Denis A. Seynhaeve

220 Wardour Drive
Annapolis, MD 21401

Winfield Capital Corp.

237 Mamaroneck Ave.
White Plains, NY 10605

Randolph D. Werner

520 Washington Road
Rye, New Hampshire 03870

Novak Biddle Venture Partners, L.P.

7501 Wisconsin Avenue
East Tower, Suite 1380
Bethesda, MD 20814

SpaceVest II, LP

One Fountain Square
Suite 500
11911 Freedom Drive
Reston, VA 20190

GAMA Foundation

220 Wardour Drive
Annapolis, MD 21401

George S. Rich

2016 Wiltonwood Road
Stevenson, MD 21153

Frank A. Bonsal

1119 St. Paul St.
Baltimore, MD 21202

GC&H Investments, LLC

One Maritime Plaza, 20th Floor
San Francisco, CA 94111-3580

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 26, 2003 by and among ENGENIA SOFTWARE, INC., a Virginia corporation, (the "*Grantor*") and the secured parties listed on the signature pages hereof (the "*Secured Parties*").

RECITALS

A. The Secured Parties have made and may in the future make certain advances of money to Grantor (the "*Loans*") in the amounts and manner set forth in those certain Senior Secured Convertible Promissory Notes executed by Grantor in favor of the Secured Parties (collectively, as the same may be amended, modified or supplemented from time to time, the "*Notes*") and that certain Note and Warrant Purchase Agreement, of even date hereof, by and among Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Purchase Agreement*"). The Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Secured Parties a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes and Purchase Agreement.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and among Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Grantor has granted to the Secured Parties a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets described in the Security Agreement. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

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 Notes, Purchase Agreement and Security Agreement (collectively, the "*Loan Documents*"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents, Grantor grants to the Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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 the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Security 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 the Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security 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 the Secured Parties, 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.

This Intellectual Property Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Intellectual Property Security Agreement may be amended from time to time by the Company by means of appending additional counterpart signature pages in order to make Additional Lenders (as such term is defined in the Purchase Agreement) Secured Parties hereunder.

[Signature pages follow.]

Mar. 24. 2003 5:28PM ENGENIA

No. 9885 P. 9/18

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

GRANTOR:

ENGENIA SOFTWARE, INC.

By: *Eugene Bedell*

Print Name: *Eugene Bedell*

Title: *Chairman; CEO*

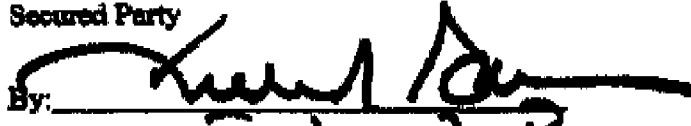
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Mar. 24. 2009 5:28PM 25 FENGENIA VENTURE CAP

TO 170323414 No. 9885 P. 0P. 10/18

ACCEPTED AND ACKNOWLEDGED BY:

**ST. PAUL VENTURE CAPITAL VI, LLC, as
Secured Party**

By: 

Printed Name: Fredrick R. Bayvel

Title: Managing Member

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

25. 2003 3:25PM 240'ENGENIA

NOVAK BIDDLE

No. 9899 P. 12/16s

NOVAK BIDDLE VENTURE PARTNERS, L.P., as
Secured Party
By: Novak Biddle Company, LLC

By: 

Printed Name: E. Rogers Novak Jr.

Title: Managing Partner

Novak Biddle Venture Partners L.P. by its
General Partner, Novak Biddle Company LLC
by a managing member

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

BT BY: ENGENIA;

709 234 1489;

MAR-28-03 10:40AM;

PAGE 8/9

**DOMINION FUND V, as Secured Party
A DELAWARE LIMITED PARTNERSHIP**

By: Dominion Management V, LLC
 Its General Partner

By: 

Name: Randolph D. Werner

Title: Managing Member

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IP Security Agreement

5 1-803-884-1755 Randolph Werner MAR 28 03 1010AM

TRADEMARK
REEL: 002626 FRAME: 0247 

SPACEVEST II, LP

A Delaware limited partnership, as Secured Party

By: SpaceVest Partners II, L.P.

A Delaware limited partnership

By: SpaceVest Partners II, LLC

A Delaware limited liability company

By: *Stephen Rochesseau*

Printed Name: STEPHEN ROCHESSEAU

Title: Managing Director


[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IP Security Agreement

r.24. 2003 5:28PM ENGENIA

No. 9885 P. 13/18

VANGUARD ATLANTIC LTD., as Secured Party

By:  Ernest E. Keet
President
Vanguard Atlantic Ltd.
10000
10/13/03

Printed Name: Ernest E. Keet

Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IP Security Agreement.doc

17.24. 2003 5:28PM ENGENTA

4102679017No.9885 P. 11/183

GAMA FOUNDATION, as Secured Party

By: 

Printed Name: DENIS A. SEYNHAEVE

Title: TRUSTEE

DENIS A. SEYNHAEVE, as Secured Party

By: 

Printed Name: DENIS A. SEYNHAEVE

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IP Security Agreement.doc

Mar. 24. 2003 5:31PM ENGENIA

DIVERSIFIED INVESTMENTS

No. 9887

P. 4/5

TOPAZ INVESTORS, LLC, as Secured Party

By: Richard Alvarez

Printed Name: Richard Alvarez

Title: Authorized Person

[SIGNATURE PAGE TO INTLLJACTUAL PROPERTY SECURITY AGREEMENT]

IP Security Agreement.doc

SENT BY: ENGENIA;
Mar 25 03 06:52p

709 234 1489;
Winfield Capital Corp.

MAR-28-03 10:03AM;
(914) 948-7195

PAGE 7/7
P. 7

WINFIELD CAPITAL CORP., as Secured Party

By: *Paul A. Porlin*

Printed Name: Paul A. Porlin

Title: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IP Security Agreement.doc

13

SENT BY: ENGENIA; 700 234 1480; MAR-25-03 4:58PM; PAGE 3/5
GPTTEL 4106889788 p.2

GEORGE S. RICH, as Secured Party

By: George S. Rich

Printed Name: George S. Rich

FRANK A. BONAL, as Secured Party

By: _____

Printed Name: _____

RANDOLPH D. WERNER, as Secured Party

By: _____

Printed Name: _____

IP Security Agreement

Apr 24 2003 5:28PM 4107ENGENIA

NEA

No. 9885 P. 12/18

GEORGE S. RICH, as Secured Party

By: _____

Printed Name: _____

FRANK A. BONSAI, as Secured Party

By: Frank A. Bonsai
Printed Name: _____

RANDOLPH D. WERNER, as Secured Party

By: _____

Printed Name: _____

(SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT)

IP Security Agreement

SENT BY: ENGENIA; 703 234 1488; MAR-26-03 10:40AM; PAGE 5

GEORGE S. RICH, as Secured Party

By: _____

Printed Name: _____

FRANK A. BONSAL, as Secured Party

By: _____

Printed Name: _____

RANDOLPH D. WERNER, as Secured Party

By:  _____

Printed Name: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IP Security Agreement

11.25.2009 3:23PM COOLENGENIA LLP

444

T-No. 9899/04 P. 4/16

GEORGE S. RICH, as Secured Party

By: _____

Printed Name: _____

LAURA A. HORN, as Secured Party

By: _____

Printed Name: _____

FRANK A. HONSAL, as Secured Party

By: _____

Printed Name: _____

RANDOLPH D. WERNER, as Secured Party

By: _____

Printed Name: _____

GC&H INVESTMENTS

By: 
John L. Cardoso, Executive Partner

(SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT)

IP Security Agreement Form

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS


		
A System and Method for Network Collaboration based on Reciprocal Relationships Defined between Software Agents	Serial No. 09/587,620; Docket No. 3718-7010	June 5, 2000

EXHIBIT C
TRADEMARKS

Engenia	2,634,423 (R)	October 15, 2002
Engenia	2,630,730 (R)	October 8, 2002
Engenia	2,596,695 (R)	July 23, 2002
Engenia Unity	2,579,366 (R)	June 11, 2002
Tenaity	76462008 (A)	October 24, 2002
Tenaity	76462009 (A)	October 24, 2002
Tenaity	76462007 (A)	October 24, 2002