

12-31-2002

12.31.02

Form PTO-1594

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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):

ClearOrbit, Inc.

12-31-02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: **October 10, 2002**

2. Name and address of receiving party(ies)

Name: Comerica Bank-CaliforniaInternal Address: Commercial Loan Services DepartmentStreet Address: 9920 S. La Cienega Blvd., 14th FloorCity: Inglewood State: CA Zip: 90301

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

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

A. Trademark Application No.(s)

~~78142724~~; 78142705; 76340578; 76336553;
 76336552; 76200523; 76200522; 76200521

B. Trademark Registration No.(s)

2469526, 2353419, 2353418

Additional number(s) attached ☐ Yes ☒ No

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

Name: Debra J. VillarrealInternal Address: Thompson & Knight, LLP

Street Address: 1700 Pacific Avenue
Suite 3300

Dallas Texas 75201
 City: _____ State: _____ Zip: _____

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: _____

(Attach duplicate copy of this page if paying by deposit account)

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.

Debra J. Villarreal

Name of Person Signing

Debra J. Villarreal

Signature

December 19, 2002

Date

Total number of pages including cover sheet, attachments, and document: 6

12/31/2002 BT0N11 00000146 78142724

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

01 FC:0521
 02 FC:0522

40.00 OP
 250.00 OP

017104.000005 Dallas 1527380.1

TRADEMARK
REEL: 002640 FRAME: 0903

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 10, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and CLEARORBIT, 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 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:

6805 Capital of Texas Highway, Suite 370
Austin, Texas

Attn: John Reece

CLEARORBIT, INC.

By: 

Title: CFO

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: Vice President

Attn: Loan Documentation

EXHIBIT B

Patents

Registration/
Application
Number

Registration/
Application
Date

Description

NONE

EXHIBIT C**Trademarks**

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Online PO	78-142,724	July 10, 2002
Saturn Series	78-142,705	July 10, 2002
Endeavour Series	76-340,578	November 21, 2001
Pro-Act	76-336,553	November 13, 2001
Gemini Series	76-336,552	November 13, 2001
Clear Orbit Extending Enterprise Value	76-200,523	January 26, 2001
Clear Orbit	76-200,522	January 26, 2001
Extending Enterprise Value	76-200,521	January 26, 2001
BP-Direct	2,469,526	July 17, 2001
BP.Link	2,353,419	May 30, 2000
BP.Link/Apps	2,353,418	May 30, 2000