

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):
Agari Mediaware, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 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: April 29, 2003

2. Name and address of receiving party(ies)
Name: Safeguard Delaware, Inc.
Internal
Address: 800 The Safeguard Building
Street Address: 435 Devon Park Drive
City: Wayne State: PA Zip: 19087

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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)
76/240794; 76/240795
76/215998; 76/014402

Additional number(s) attached? Yes No

B. Trademark Registration No.(s)
2427109

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Nancy Bouch, Senior Legal Assistant
Internal Address: Wilson Sonsini Goodrich & Rosati, PC
1117-2-B
Street Address: 650 Page Mill Road
Tele: 650-496-7543 FAX: 650-845-5000
City: Palo Alto State: CA Zip: 94304


6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-2415 (Ref.#24926.036)
(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.

Nancy Bouch  April 30, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 11

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

TRADEMARK
REEL: 2642 FRAME: 0559

RECORDATION FORM COVER SHEET (CONT'D)

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

Draper Atlantic Venture Fund, L. P.
11600 Sunrise Valley Drive, Suite 280
Reston, VA 20191

Limited Partnership – State Delaware

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of April 29, 2003, is made by and among Agari Mediaware, Inc., a Delaware corporation ("Grantor"), Safeguard Delaware, Inc. ("Safeguard") and Draper Atlantic Venture Fund, L.P ("Draper" and taken together with Safeguard, the "Secured Parties" and each a "Secured Party"), and shall be effective as of March 5, 2003.

Grantor and the Secured Parties hereby agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2(a).

"Copyright Office" means the United States Copyright Office.

"Loan Agreement" means the Amended and Restated Loan Agreement dated as of March 5, 2003, by and among Grantor and the Secured Parties, as amended, modified or supplemented from time to time hereafter.

"PTO" means the United States Patent and Trademark office.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Interpretation. The rules of interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby grants to the Secured Parties a security interest in, and mortgage to, all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) all United States registered copyrights and copyright registrations (including such copyrights and copyright registrations listed in Schedule C), all United States applications for copyright registrations (including such applications for copyright registrations listed in Schedule D), and all copyrights which are not registered in the Copyright Office (collectively, the "Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(iv) all of Grantor's right, title and interest in and to any and all present and future license agreements with respect to the Copyrights;

(v) the entire goodwill of or associated with the business now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(vi) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Secured Parties are the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral;

(vii) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets; and

(viii) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral, which shall remain in effect until terminated in accordance with Section 12.

SECTION 3 Supplement to Loan Agreement. This Agreement has been granted in conjunction with the security interests granted to the Secured Parties under the Loan Agreement. The rights and remedies of the Secured Parties with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in, the Loan Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Representations and Warranties. Grantor represents and warrants to the Secured Parties that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications and/or registrations owned by Grantor, in whole or in part, is set forth in Schedule A.

(b) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by Grantor, in whole or in part, is set forth in Schedule B.

(c) Copyright Registrations. A true and correct list of all of Grantor's United States registered copyrights and copyright registrations is set forth in Schedule C.

(d) Applications for Copyright Registration. A true and correct list of all of Grantor's United States applications for copyright registrations is set forth in Schedule D.

SECTION 5 Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by Safeguard to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable the Secured Parties to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, the Copyright Office and/or any applicable state office. The Secured Parties may record this Agreement, an abstract thereof, or any other document describing the Secured Parties' interest in the Copyrights with the PTO and/or the Copyright Office, at the expense of Grantor.

SECTION 6 Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, patentable inventions or United States copyrights, or become entitled to the benefit of any patent application or patent for any reissue, division or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give Secured Parties prompt written notice of any such new trademarks, patents, United States copyright registrations or applications therefor, or any renewal or extension of any trademark registration, after the date hereof. Without limiting Grantor's obligations under this Section 6, Grantor authorizes Secured Parties, upon receipt of notice of any such new trademarks, patents, United States copyright registrations or applications therefor, to modify this Agreement solely by amending Schedules A, B, C or D to include any such new trademarks, patents, United States registered copyrights or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules A, B, C, or D shall in any way affect, invalidate or detract from the Secured Parties' continuing security interest in all Collateral, whether or not listed on Schedules A, B, C, or D.

SECTION 7 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, the Secured Parties and each of their successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement. Neither Grantor nor the Secured Parties may assign, transfer, hypothecate or otherwise convey its respective rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

SECTION 8 Notices. All notices or other communications hereunder shall be in writing (including by facsimile transmission or by email) and mailed, sent or delivered to the respective parties hereto at or to their respective addresses or facsimile numbers set forth in the Loan Agreement, or at or to such other address, facsimile number as shall be designated by any party in a written notice to the other parties hereto. All such notices and other communications shall be deemed to be delivered when a record (within the meaning of the UCC) has been (i) delivered by hand; (ii) sent by mail upon the earlier of the date of receipt or five business days after deposit in the mail, first class (or air mail as to communications sent to or from the United States); or (iii) sent by facsimile transmission.

SECTION 9 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the Commonwealth of Pennsylvania, except as required by mandatory provisions of law and to

the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Pennsylvania.

SECTION 10 Amendment; Conflict. No amendment to this Agreement, or any waiver of any provision hereof, shall be effective unless it is in writing and signed by Safeguard and (in the case of any Amendment) the Grantor. Notwithstanding the foregoing, amendments to Schedules A, B, C and D may be made by the Secured Parties without a separate signature by the Grantor, as provided in Section 6. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving the Secured Parties greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Secured Parties under the Loan Agreement.

SECTION 11 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 12 Termination. Upon payment (and/or conversion pursuant to the Loan Agreement) and performance in full of all Obligations, the security interests created by this Agreement shall immediately terminate and the Secured Parties shall promptly execute and deliver to Grantor such deeds, assignments, documents and other instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to the Secured Parties hereunder, including cancellation of this Agreement by written notice from Safeguard to the PTO and/or Copyright Office.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

Grantor

AGARI MEDIAWARE, INC.

By:




D.J. Crane
Chief Executive Officer

Secured Parties

SAFEGUARD DELAWARE, INC.

By:



Name: Joseph P. DeSanto
Title: Vice President

DRAPER ATLANTIC VENTURE FUND, L.P.

By: _____

Name:

Title:

SCHEDULE A
to the Intellectual Property Security Agreement

Issued U.S. Patents of Grantor

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
None			

Pending U.S. Patent Applications of Grantor

<u>Serial No.</u>	<u>Filing Date</u>	<u>Docket No.</u>	<u>Title</u>
09/986,351	11/8/01	10189829A	Application for Flexible Metadata for Enterprise-Wide Distributed Environment
09/987,910	11/16/01	101899430A	Application for Media Bus

SCHEDULE B
to the Intellectual Property Security Agreement

U.S. Registered Trademarks of Grantor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
2,427,109	2/6/01	Grantor	QB

Pending U.S. Trademark Applications of Grantor

<u>Serial No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
76/240,794	4/13/01	Grantor	Agari Mediaware
76/240,795	4/13/01	Grantor	Agari
76/215,998	2/01/01	Grantor	Mediaware
76/014,402 (US)	3/30/00	Grantor	MediaBus
1879410 (registration no. – European Community)	9/29/00	Grantor	MediaBus

Common Law Trademarks

QB Incorporated
Media Star
Media Powered E-Business
Enabling Media Powered E-Business

SCHEDULE C
to the Intellectual Property Security Agreement

Registered Copyrights

<u>Title of Work</u>	<u>Registration Number</u>	<u>Date of Issuance</u>
None		

SCHEDULE D
to the Intellectual Property Security Agreement

Applications for Registration of Copyrights

Title Of Work

Date Of Application

None