

01-07-2003

ER SHEET
Y

1-7-03

To the Honorable



102329231

rd the attached original documents or copy thereof.

1. Name of conveying party(ies).

PANACYA, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of Conveyance:

[] Assignment

[X] Security Agreement

[] Other

[] Merger

[] Change of Name

Execution Date: December 3, 2002

1-7-03

and address of receiving party(ies):

Name: COMERICA BANK-CALIFORNIA
Address: 9920 S. LA CIENEGA BLVD., 14TH FLOOR
City: INGLEWOOD State: CA Zip: 90301

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California banking corporation

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 [x] No

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

A. Trademark Application No.(s)

75/795,274	78/062,594	75/931,458
78/062,593	78/008,917	78/008,988
78/027,948	78/028,025	78/028,047
78/062,592	78/062,583	78/062,587
78/080,849	78/084,612	78/105,579

B. Trademark Registration No.(s)

Additional numbers attached? [] Yes [X] No

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

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
4365 Executive Drive, Suite 1100
San Diego, CA 92121-2133

6 Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41) \$390.00

[x] 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.

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

January 6, 2003
Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

01/07/2003 DBYRNE 00000113 75795274

01 FC:8521
02 FC:8522

40.00 OP
350.00 OP

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1030642-909600

TRADEMARK
REEL: 2643 FRAME: 0460

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 3, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and PANACYA, 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:

8825 Stanford Blvd., Suite 100
Columbia, MD 21045

Attn: James Keller

PANACYA, INC.

By: 

Title: EVP + CFO

BANK:

Address of Bank:

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

Attn: Loan Documentation

COMERICA BANK-CALIFORNIA

By: 

Title: SVP

EXHIBIT A

Copyrights

Registration
Number

Registration
Date

Description

None registered – all materials include appropriate copyright notices

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Behaviorally-Based Computer Security System	09/499494	Pend. 2/7/00
eService Business Model	10/035601	Pend. 10/26/01
Framework for eService Management	10/035657	Pend. 10/26/01
Behavior eXperts in eService Management (BeX)	10/032967	Pend. 10/26/01
Early Warning System in eService Management Systems	902094	Pend. 7/10/01
Adaptive Feedback Control in eService Management	10/032966	Pend. 10/26/01
Uniform Data Model	10/032968	Pend. 10/26/01

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PANACYA	75-795274	Reg. 3/12/02
bAWARE	78-062594	Reg. 7/23/02
AWARE	75-931458	Pend. 2/29/00
AWARE	78-062593	Pend. 5/8/01
eService Management	78-008917	Pend. 5/19/00
eQuality of Service	78-008988	Pend. 5/19/00
BeX	78-027948	Pend. 9/27/00
Behavior eXpert	78-028025	Pend. 9/28/00
Business eXpert	78-028047	Pend. 9/28/00
eService Radar	78-062592	Pend. 5/8/01
UDM	78-062583	Pend. 5/8/01
Uniform Data Model	78-062587	Pend. 5/8/01
eService Portal	78-080849	Pend. 8/23/01
Intelligent Service Management for eBusiness	78-084612	Pend. 9/19/01
Adding Intelligence to eBusiness management	78-105579	Pend. 1/29/02