

03-06-2003



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

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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102381956

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

1. Name of conveying party(ies):

RevcARE Inc.

3-303

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 2/11/2003

2. Name and address of receiving party(ies)

Name: BRIDGE BANK, NA

Internal Address: _____

Street Address: 5201 Great America Pkwy

City: SANTA CLARA State: CA Zip: 95054

- 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)

B. Trademark Registration No.(s)

76/174,430

76/174,429

Additional number(s) attached Yes No

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

Name: Bridge Bank, NA

Internal Address: _____

Street Address: 5201 Great America Pkwy

Suite 320

Santa Clara State: CA Zip: 95054

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 80-

- 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.

Shelly Medina

Name of Person Signing

Shelly Medina

Signature

2/20/2003

Date

Total number of pages including cover sheet, attachments, and document: 1

03/05/2003 ECOOPER 00000179 76174430

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
25.00 OP

TRADEMARK
REEL: 002683 FRAME: 0663

03/05/2003 ECOOPER 000012769

Label Refund Total B.00

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 11, 2003, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and REVCARE, INC., ("Grantor") is made with reference to the Business Financing Agreement, dated as of February 11, 2003 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

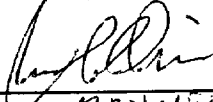
(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

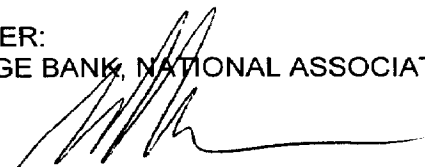
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:
REVCARE, INC.

By: 
Name: MANUEL D'ALMEIDA
Title: CEO

Address for Notices:
Attn:
5400 Orange Avenue
Cypress, California 90630
Fax: (714) 243-3401

LENDER:
BRIDGE BANK, NATIONAL ASSOCIATION

By: 
Name: LEE A. SADOSKI
Title: S.E. VICE PRESIDENT, manager

Address for Notices:
Attn: Mike Field
2120 El Camino Real
Santa Clara, CA 95050
Tel: (408) 982-2106
Fax: (408) 982-2112

EXHIBIT A
COPYRIGHTS

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

PATENTS

Description

Registration/Application
Number

Registration/
Application
Date

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
REVCARE	76/174,430	[October 2, 2002]
REVCARE and design	76/174,429	[October 2, 2002]