

04-04-2003

FORM PTO-1594

REC



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 03/01)

OMI No. 0651-0027 (exp. 05/31/2002)

102410177

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

1. Name of conveying party(ies):

Artesia Technologies, Inc.

3-7803

Individual(s)

General Partnership

Corporation-State

Other

Association

Limited Partnership

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

Name: Silicon Valley Bank

Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

ZIP: 95054

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

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

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

Additional name(s) & address(es) attached?  Yes  No

Execution Date: March 13, 2003

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

A. Trademark Application No.(s)

76,176,562

75,388,801

78,024,585

78,164,323

B. Trademark No.(s)

2,629,686 1,894,855

2,434,753

2,506,021

2,639,922

2,412,056

2,608,455

Additional numbers attached?  Yes  No

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

Name: Silicon Valley Bank

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41):

~~\$440.00~~ 290.-

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

04/03/2003 ECDOPER 00000122 76176562

01 FC:0521

40.00 DP

02 FC:0522

250.00 DP

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.

MAIBEL ARTEAGA

Name of Person Signing

Maibel Arteaga

Signature

3/19/03

Date

FC: 00

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:

TRADEMARK  
REEL: 002706 FRAME: 0147

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 13, 2003 by and between SILICON VALLEY BANK ("Bank") and ARTESIA TECHNOLOGIES, INC. ("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 as 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). 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.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement, 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.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGE]*

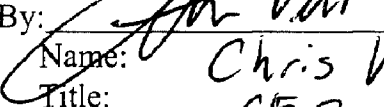
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

ARTESIA TECHNOLOGIES, INC., a  
Delaware corporation

Artesia Technologies, Inc.  
700 King Farm Boulevard, Suite 400  
Rockville, Maryland 10850  
Attn: Chris Veator  
Chief Executive Officer

By:   
Name: Chris Veator  
Title: CEO

**BANK:**

Address of Bank:

SILICON VALLEY BANK

3343 Peachtree Road, NE  
Suite 312  
Atlanta, Georgia 30326  
Attn: William L. Yang  
Vice President

By: \_\_\_\_\_  
Name:  
Title:

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Delaware corporation

Artesia Technologies, Inc.  
700 King Farm Boulevard, Suite 400  
Rockville, Maryland 10850  
Attn: Chris Veator  
Chief Executive Officer

By: 

Name:

Chris Veator

Title:

CEO

**BANK:**

Address of Bank:

SILICON VALLEY BANK

3343 Peachtree Road, NE  
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Attn: William L. Yang  
Vice President

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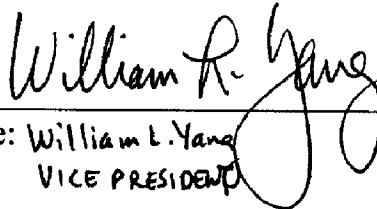
By: \_\_\_\_\_  
Name:  
Title:

**BANK:**

Address of Bank:

SILICON VALLEY BANK

3343 Peachtree Road, NE  
Suite 312  
Atlanta, Georgia 30326  
Attn: William L. Yang  
Vice President

By:  \_\_\_\_\_  
Name: William L. Yang  
Title: VICE PRESIDENT

**EXHIBIT A**

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Artesia has no registered copyrights

**EXHIBIT B**

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Artesia has no patents



# EXHIBIT C

## Trademarks

Trademark Name/Class	Application No. or Registration No.	Filing Date	Status
ARTESIA TECHNOLOGIES and Design / Class 9	2,629,686	July 26, 1999	Registered as of Oct 8, 2002
ARTESIA TECHNOLOGIES and Design / Class 42	2,434,753	July 26, 1999	Registered as of March 13, 2001
EXTENSIONWARE/ Classes 9 and 42	76-176,562	December 6, 2000	Notice of Allowance has been issued
PLAY DECISION LIST / Class 9	2,506,021	April 13, 2000	Registered as of Nov 13, 2001
TEAMS and Design / Class 9	75-388,801	November 12, 1997	Application Suspended pending disposition of prior pending application Serial No. 75/375,321 (also suspended); Amendment of Use approved October 3, 2000
TEAMS and Design / Class 42	2,639,922	November 12, 1997	Registered as of Oct 22, 2002
ARTESIA / Class 9	2,412,056	June 29, 1999	Registered as of Dec 12, 2002
ARTESIA / Class 42	2,608,455	June 29, 1999	Registered as of August 20, 2002
TEAMTOOL / Class 9	1,894,855	August 8, 1993 May 23, 1995	Sections 8 & 15 have been accepted and acknowledged
ASSET-CENTRIC WORKFLOW	78-164,323	September 16, 2002	n/a
TEAMTOOLZ / Class 9	78-024,585	September 6, 2000	Suspended November 30, 2001 pending prior applications