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04-23-2003



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

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): MindBox Acquisition, LLC
4-18-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other CA limited liability company

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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other

Execution Date: 03/31/03

2. Name and address of receiving party(ies)
Name: Credit Partners Capital, LLC
Internal Address: Attention: Thomas J. Murphy
Street Address: 280 N. Westlake Blvd., #200
City: Westlake Village State: CA Zip: 91362
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other CA limited liability company

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) 76126771

B. Trademark Registration No.(s) 1430923, 1857208, 1552660, 2544497

Additional number(s) attached Yes No

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

Name: Winston & Strawn
Internal Address:
Attn: Elaine Howard, Paralegal
Street Address: 101 California Street
City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$ 320.00

Enclosed
Authorized to be charged to deposit account

8. Deposit account number: 20-0052

DO NOT USE THIS SPACE

9. Signature.

Christine & Wilson

Elaine Howard

D. Elaine Howard

Name of Person Signing

Elaine Howard

Signature

April 16, 2003

Date

10

4/23/03 03:11:11 LER 00000044 200052 76126771 Total number of pages including cover sheet, attachments, and document:

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

FC: 21 40.00 CH
FC: 22 175.00 CH

TRADEMARK REEL: 002716 FRAME: 0116

Attachment to
Recordation Form Cover Sheet

TRADEMARKS

Conveying Party: MindBox Acquisition, LLC
Receiving Party: Credit Partners Capital, LLC

4.B.1 Trademark Registration Nos. (continued)

2497984
2504057
2521963

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of March 31, 2003, between MINDBOX ACQUISITION, LLC, a California limited liability company ("Debtor"), and CREDIT PARTNERS CAPITAL, LLC, a California limited liability company ("Secured Party").

RECITALS

A. Debtor has executed a Secured Promissory Note in favor of Secured Party dated of even date herewith (as amended or restated and in effect from time to time, the "Note"), pursuant to which Secured Party, subject to the terms and conditions contained therein, is to make loans to Debtor.

B. It is a condition precedent to Secured Party's making any loans to Debtor under the Note that Debtor execute and deliver to Secured Party a security agreement in substantially the form hereof.

C. Debtor wishes to grant a security interest in favor of Secured Party as herein provided.

AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions; Interpretation.

1.1 Terms Defined in Note. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Note.

1.2 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.

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

"UCC" means the Uniform Commercial Code as in effect in the State of California.

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

1.4 Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (a) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (b) "includes" and "including" are not limiting; (c) "or" is not exclusive; and (d) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Note shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Grant of Security Interest.

2.1 Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor'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 Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(a) 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 (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), 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 A attached hereto), 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;

(b) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned assets;

(c) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(d) all proceeds of any and all of the foregoing assets (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is 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 assets.

2.2 Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. **Supplement to Note and Security Documents.** This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Note and the Security Agreement or other Security Documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Note and the Security Agreement or any other Security Documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. **Representations and Warranties.** Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A attached hereto.

5. Further Acts. On a continuing basis, Debtor 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 requested by Secured Party 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 Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

6. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A attached hereto to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed in Schedule A.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder without the prior written consent of Secured Party.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of California, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than California.

9. Entire Agreement; Amendment. This Agreement, the Note, the Security Agreement and the other Security Documents, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of Secured Party and Debtor. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 above. To the extent that any provision of this Agreement conflicts with any provision of the Note, the Security Agreement or the other Security Documents, the provision giving Secured Party 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 Secured Party under the Note, the Security Agreement and the other Security Documents.

10. 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. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.


14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Note.

[remainder of page left blank]

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be duly executed as of the date first above written.

"Debtor"

MINDBOX ACQUISITION, LLC,
a California limited liability company

By: 
Name: RICHARD BARNES
Title: CEO

"Secured Party"

CREDIT PARTNERS CAPITAL, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be duly executed as of the date first above written.

"Debtor"

MINDBOX ACQUISITION, LLC,
a California limited liability company

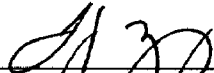
By: _____

Name: _____

Title: _____

"Secured Party"

CREDIT PARTNERS CAPITAL, LLC,
a California limited liability company

By:  _____

Name: THOMAS J. MURPHY

Title: MANAGING MEMBER

SCHEDULE A

to

Trademark Security Agreement

Debtor: MindBox Acquisition, LLC, a California limited liability company

U.S. TRADEMARKS OF DEBTOR

Mark	Application No.	Registration No.	Application or Registration Date	Registered Owner
MINDBOX		2521963	12/25/01	MindBox, Inc.
ART EXPLAIN		2504057	11/06/01	MindBox, Inc.
ART ANIMATE	76126771		09/12/00	MindBox, Inc.
MINDB X		2497984	10/16/01	MindBox, Inc.
ART*ENTERPRISE		1857208	10/04/94	MindBox, Inc.
ART CREDIT		2544497	03/05/02	MindBox, Inc.
ART		1430923	03/03/87	Inference Corporation (registrant)
ART-IM		1552660	08/22/89	Inference Corporation (registrant)

STATE TRADEMARKS OF DEBTOR

Mark	Application No.	Registration No.	Application or Registration Date	Jurisdiction
ART-IM		374555	10/19/90	CA
ART-IM		89129	12/27/88	CA
ART-IM		1155863	03/14/90	DE

SCHEDULE A (continued)

FOREIGN TRADEMARKS OF DEBTOR

Mark	Application No.	Registration No.	Application or Registration Date	Jurisdiction
ART*ENTERPRISE	817184171		04/20/93	BR
ART*ENTERPRISE	98-1766		12/18/98	KR
ART*ENTERPRISE		817187898	03/28/95	BR
ART*ENTERPRISE	7587/1996		10/16/96	CH
ART*ENTERPRISE		000382770	09/24/98	EM
ART-IM		817187880	03/28/95	BR
ART-IM		462398	09/29/95	BX
ART-IM		373601		CH
ART-IM		1501698	07/02/97	ES
ART-IM		1531915	05/19/89	FR
ART-IM		205684	11/23/90	KR
ART-IM	RM97C002265		05/13/97	IT
INFERENCE ART		348347		CH
INFERENCE ART		1329441	07/14/89	GB