

703-306-5995

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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):

Quantiva, Inc.
100 Village Boulevard
Princeton, New Jersey 08540

- Individual(s)
- General Partnership
- Association
- Limited Partnership

- Corporation-State Delaware
- Other: _____

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

2. Name and address of receiving party(ies)

Name: Castile Ventures, L.P.

Internal Address: _____

Street Address: 890 Winter Street

City: Waltham State: MA Zip: 02451

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership Delaware
- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other _____

Execution Date: September 25, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,656,969 QUANTIVA Class 9 2,494,169 QUANTIVA Class 42

Additional number(s) attached Yes No

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

Name: Sarah L. Byrne

Internal Address: Hale and Dorr LLP

Street Address: 60 State Street

City: Boston State: Massachusetts Zip: 02109

6. Total number of applications and registrations involved: TWO (2)

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 08-0219

(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.

Sarah L. Byrne

Name of Person Signing

Sarah L. Byrne
Signature

September 29, 2003
Date

Hale and Dorr LLP Attorney Reference Number: 112.774.120

Total number of pages including cover sheet, attachments, and document: 19

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

Please return via facsimile to Sarah L. Byrne @ 617-526-5000

CH \$65.00 080219 2656969

Schedule I

SCHEDULE OF ADDITIONAL SECURED PARTIES

3i Technology Partners L.P. 890 Winter Street
Waltham, MA 02451 Delaware Limited Partnership

Draper Fisher Jurvetson Gotham
Venture Fund, LP Delaware Limited Partnership
Penn Com Plaza
132 West 31st Street, Suite 1102
New York, NY 10001

Draper Fisher Jurvetson Gotham
Investments, LLC Delaware Limited Liability Company
Penn Com Plaza
132 West 31st Street, Suite 1102
New York, NY 10001

NJTC Venture Fund, L.P. Delaware Limited Partnership
1001 Briggs Road, Suite 280
Mt. Laurel, NJ 08054

EXECUTION COPY

AMENDED AND RESTATED
SECURITY AGREEMENT

This AMENDED AND RESTATED SECURITY AGREEMENT, dated as of September 25, 2003 (as may be amended and/or restated, this "Security Agreement"), is made by Quantiva, Inc., a Delaware corporation (the "Company") in favor of those parties listed on Schedule I hereto (individually a "Secured Party" and collectively the "Secured Parties").

RECITALS

WHEREAS, the Company and the Secured Parties are parties to a Security Agreement, dated as of March 24, 2003 (the "Original Security Agreement") to secure the obligations of the Company under a certain series of secured convertible promissory notes in the aggregate principal amount of \$1,250,000, issued pursuant to a Securities Purchase Agreement, dated March 24, 2003, by and among the Company and the Secured Parties (the "Original Notes");

WHEREAS, pursuant to the Securities Purchase and Exchange Agreement, dated the date hereof, by and among the Company and the Secured Parties (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"), the Secured Parties have agreed or will hereafter agree to purchase from the Company, upon the terms and subject to the conditions set forth therein (including without limitation, the surrender of the Old Notes for cancellation), additional secured convertible promissory notes in the aggregate principal amount of up to \$2,500,000 (the "Notes") issued by the Company thereunder; reflecting the obligations of the Company under the Original Notes and additional advances by the Secured Parties in the aggregate principal amount of up to \$1,250,000;

WHEREAS, it is a condition precedent to the obligations of the Secured Parties to make their additional loans to the Company in the form of the Notes to be issued under the Purchase Agreement that the Company shall have executed and delivered this Security Agreement to the Secured Parties to secure the Company's obligations under such Notes; and

WHEREAS, the Company and the Secured Parties desire to amend and restate the Original Security Agreement as provided herein.

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Secured Parties to make loans to the Company under the Purchase Agreement, the Company and the Secured Parties hereby amend and restate the Original Security Agreement as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Purchase Agreement and used herein are so used as so defined, and terms which are defined in the Uniform Commercial Code in effect in the State of New Jersey on the date hereof are used herein as therein defined, and the following terms shall have the following meanings:

"Code" means the Uniform Commercial Code as from time to time in effect in the State of New Jersey.

"Event of Default" shall have the meaning ascribed to it in the Notes.

“Obligations” means the obligations of the Company to the Secured Parties under the Notes including, without limitation, those obligations of the Company under the Original Notes which are being surrendered for cancellation and are now evidenced by the Notes.

“Permitted Liens” shall mean (i) any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance (a) for taxes, assessments or governmental charges or levies on property of the Company if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith and by appropriate proceedings with adequate reserves therefor, (b) imposed by law, such as carriers, warehousemen's and mechanics' liens or (c) those items listed on Schedule II hereto; and (ii) the security interests granted hereunder.

“Person” means an individual, corporation, partnership, joint venture, trust, university, or unincorporated organization, or a government or any agency or political subdivision thereof.

“Transaction Agreements” means this Security Agreement, the Purchase Agreement, the Notes and the Warrants.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Company hereby grants to the Secured Party Representative, as agent for Secured Parties, a security interest in all right, title and interest of the Company in (i) all inventions, all improvements thereon, and all patents, patent applications and invention disclosures, together with all reissuances, continuations, continuations-in-part, divisions, revisions, extensions and re-examinations thereof, (ii) all trademarks, services marks, trade dress, logos, trade names and domain names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (iii) all copyrights and all applications, registrations and renewals in connection therewith, (iv) all mask works and all applications, registrations and renewals in connection therewith, (v) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, methods, schematics, technology, technical data, engineering and other notebooks, designs, drawings, flowcharts, block diagrams, specifications, customer and supplier lists, customer data, pricing and cost information and business and marketing plans and proposals), (vi) all software (in both source and object code form) and firmware (including data, databases and related documentation), whether now owned or existing or hereafter acquired or arising, including without limitation as set forth on Schedule III hereto, and (vii) all proceeds and products of the foregoing, including without limitation, any and all claims for damages for past, present or future infringements of any of the foregoing (collectively, the “Collateral”). Without limiting the foregoing, the Company confirms the grant of a security interest in the Collateral pursuant to the Original Security Agreement and confirms and agrees that such security interest remains in full force and effect securing the Obligations under this Security Agreement.

3. Representations and Warranties of the Company. The Company represents and warrants to the Secured Parties that, (i) except as set forth on Schedule IV hereto, it has good title to all of the Collateral, free and clear of all liens, security interests and adverse interests, other than the Permitted Liens, in favor of any person or entity other than the Secured Parties; (ii) the Company has full power, authority and legal right to grant to the Secured Party Representative and the Secured Parties a security interest in the Collateral pursuant to this Security Agreement; and (iii) the execution and delivery of this Security Agreement has been authorized by all requisite corporate action.

4. Covenants. The Company covenants and agrees with the Secured Parties that, from and after the date of this Security Agreement and until this Security Agreement is terminated:

(a) Perfection. The Company shall (i) cooperate with the Secured Party Representative and the Secured Parties in the execution and filing of such financing statements and other documents in such offices as the Secured Party Representative and the Secured Parties shall reasonably request to perfect and establish the priority of the security interest granted by this Security Agreement, and (ii) take all such other actions as the Secured Party Representative and the Secured Parties shall reasonably request to perfect and establish the priority of such security interest.

(b) Further Identification of Collateral. The Company will furnish to the Secured Party Representative (as defined in Section 11) from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party Representative may reasonably request, all in reasonable detail.

(c) Compliance with Laws, etc. The Company will comply in all material respects with all laws, rules, regulations and orders of any court, arbitrator or governmental entity, jurisdiction or authority applicable to the Collateral or any part thereof or to the operation of the Company's business; *provided, however,* that the Company may contest any such law, rule, regulation or order in any reasonable manner which shall not, in the reasonable opinion of the Secured Party Representative, adversely affect the Secured Party Representative's or Secured Parties' rights to or the priority of their liens on the Collateral.

(d) Payment of Obligations. The Company will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (iii) such charge is adequately reserved against on the Company's books in accordance with generally accepted accounting principles.

(e) Limitation on Liens on Collateral. The Company will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is necessary to remove, any lien, security interest, pledge, mortgage, deed of trust, levy, attachment, claim or other charge or encumbrance on or to the Collateral, other than Permitted Liens, and will defend the right, title and interest of the Secured Party Representative and the Secured Parties in and to any of the Collateral against the claims and demands of all persons or entities whatsoever.

(f) Limitations on Dispositions of Collateral. The Company will not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so, except for sales, transfers, leases or other dispositions made (i) in the ordinary course of business, or made (ii) with the consent of the holder or holders of at least 66-2/3% of the aggregate principal amount outstanding under the Notes.

(g) Corporate Name, Place of Business, etc. The Company will not change its state of incorporation, principal place of business, chief executive office or the place where it keeps its books and records unless it shall have given thirty (30) days prior written notice thereof to the Security Party Representative and shall have taken all action reasonably deemed necessary or desirable by the Secured

Parties to cause their security interest in the Collateral to be perfected with the priority required by the Transaction Agreements.

5. Remedies. If an Event of Default shall occur and be continuing, the Secured Party Representative may exercise, in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, the Secured Party Representative, without demand of performance or other demand, presentment, protest, or notice of any kind (except any notice required by law referred to below) to or upon the Company or any other person or entity (all and each of which are hereby waived), may, on behalf of the Secured Parties, in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may, on behalf of the Secured Parties, forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Secured Party Representative or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Secured Parties shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in the Company, which right or equity is hereby waived or released. The Company further agrees, at the Secured Party Representative's request, to assemble the Collateral and make it available to the Secured Party Representative at places which the Secured Party Representative shall reasonably select, whether at the Company's premises or elsewhere. The Secured Party Representative shall cause the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to be applied to the payment in whole or in part of the Obligations, in such order as the Secured Party Representative may elect, and only after such application and after the payment by the Secured Party Representative of any other amount required by any provision of law, including, without limitation, Section 9-615 of the Code, need the Secured Parties account for the surplus, if any, to the Company.

6. Limitation on Duties Regarding Preservation of Collateral. The Secured Parties' and the Secured Party Representative's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Secured Parties or the Secured Party Representative, as applicable, deal with similar property for their own account. Neither the Secured Parties or the Secured Party Representative nor any of their directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Company or otherwise.

7. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8. Paragraph Headings. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

9. No Waiver; Cumulative Remedies. The Secured Parties shall not by any act (except by a written instrument pursuant to Section 10 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Secured Parties or the Secured Party Representative, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Secured Parties or the Secured Party Representative of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Parties or the Secured Party Representative would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

10. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Company and the Secured Party Representative or the Company and holders of at least two-thirds (66-2/3%) of the aggregate principal amount outstanding under the Notes. This Security Agreement shall be binding upon the successors and assigns of the Company and shall inure to the benefit of the Secured Parties and their successors and assigns.

11. Secured Party Representative. In order to administer the transactions contemplated by this Agreement, the Secured Parties hereby designate, appoint and authorize Castile Ventures, L.P. ("Castile"), of which David Duval is acting as agent for Castile, as their representative for purposes of this Agreement and as attorney-in-fact and agent for and on behalf of each such Secured Party (in such capacity, the "Secured Party Representative"). In the event that Castile or an affiliate of Castile ceases to hold any Notes or that David Duval, as agent for Castile, resigns from such position, the holder or holders of 66-2/3% of the aggregate principal amount outstanding under the Notes shall select another representative to fill such vacancy and such substituted Secured Party Representative shall be deemed to be the Secured Party Representative for all purposes of this Agreement. All actions of the Secured Party Representative shall be binding upon all of the Secured Parties and no Secured Party shall have the right to object, dissent, protest or otherwise contest same; *provided, however,* that the Secured Party Representative shall be obligated to act as directed and instructed in writing by the holder or holders of 66-2/3% of the aggregate principal amount outstanding under the Notes and *further provided, however,* that the Secured Party Representative shall take no action that adversely affects the rights or interests of any one or more Secured Parties hereunder without adversely affecting the rights or interests of all Secured Parties hereunder in a similar fashion, without the written consent of such adversely affected Security Party or Secured Parties. The Secured Party Representative shall incur no liability to the Secured Parties with respect to any action taken or suffered by the Secured Party Representative in reliance upon any notice, direction, instruction, consent, statement or other documents believed by it to be genuinely and duly authorized and the Secured Parties hereby jointly and severally indemnify the Secured Party Representative for any and all damages, losses, liabilities, costs and expenses (including reasonable expenses of investigation and reasonable attorney's fees and disbursements in connection with any claim, action, suit or proceeding) incurred by the Secured Party Representative in such capacity other than those liabilities, costs or expenses resulting directly from the gross negligence or willful misconduct of the Secured Party Representative in such capacity.

12. Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New Jersey.

13. Termination. This Security Agreement and the security interest granted herein shall terminate automatically upon (i) termination and payment in full of the Obligations or (ii) the conversion of the Notes into Shares of the Company's Series A-1 Preferred Stock, \$0.01 par value per share, of the Company in accordance with the terms of the Notes.

14. Notice. Any notice required or permitted under this Security Agreement shall be in writing (including telecopy communication) and shall be deemed to have been given on the date of delivery, if personally delivered to the party to whom notice is to be given, or on the fifth business day after mailing, if mailed to the party to whom notice is to be given, by certified mail, return receipt requested, postage prepaid or when delivered via confirmed telecopy, and addressed as follows:

if to the Company:

Quantiva, Inc.
100 Village Boulevard, 3rd Floor
Princeton, NJ 08540
Fax: (609) 514-8505
Attention: Z. Alan Fink, President

with a copy to:

Testa, Hurwitz & Thibeault, LLP
125 High Street
Boston, MA 02110
Fax: (617) 248-7100
Attention: Mitchell S. Bloom, Esq.

if to a Secured Party, at the address set forth under the Secured Party's name on Schedule I hereto, with a copy to:

Hale and Dorr LLP
60 State Street
Boston, MA 02109
Fax: (617) 526-6000
Attention: Mark G. Borden, Esq.

and

Ropes & Gray
One International Place
Boston, MA 02110
Fax: (617) 951-7050
Attention: Keith F. Higgins, Esq.

15. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same document. This Agreement may be executed by facsimile signatures.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be duly executed and delivered in favor of the Secured Parties as of the date first above written.

THE COMPANY:

QUANTIVA, INC.

By: 
Z. Alan Fink, President

SECURED PARTIES:

CASTILE VENTURES, L.P.

By: Castile Partners, LLC
Its General Partner

By: _____
Name:
Title:

3i TECHNOLOGY PARTNERS L.P.

By: 3i Technology Associates LLC
Its General Partner

By: 3i Technology Corporation
Managing Member

By: _____
Name:
Title:

DRAPER FISHER JURVETSON GOTHAM
VENTURE FUND, LP

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be duly executed and delivered in favor of the Secured Parties as of the date first above written.

THE COMPANY:

QUANTIVA, INC.

By: _____
Z. Alan Fink, President

SECURED PARTIES:

CASTILE VENTURES, L.P.

By: Castile Partners, LLC
Its General Partner

By: _____
Name: Nina F. Saberi
Title: Manager

3i TECHNOLOGY PARTNERS L.P.

By: 3i Technology Associates LLC
Its General Partner

By: 3i Technology Corporation
Managing Member

By: _____
Name:
Title:

DRAPER FISHER JURVETSON GOTHAM
VENTURE FUND, LP

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be duly executed and delivered in favor of the Secured Parties as of the date first above written.

THE COMPANY:

QUANTIVA, INC.

By: _____
Z. Alan Fink, President

SECURED PARTIES:

CASTILE VENTURES, L.P.

By: Castile Partners, LLC
Its General Partner

By: _____
Name:
Title:

3i TECHNOLOGY PARTNERS L.P.

By: 3i Technology Associates LLC
Its General Partner

By: 3i Technology Corporation
Managing Member

By: *[Signature]*
Name: *Mikko Suonelahti*
Title: *Vice President*

DRAPER FISHER JURVETSON GOTHAM
VENTURE FUND, LP

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be duly executed and delivered in favor of the Secured Parties as of the date first above written.

THE COMPANY:

QUANTIVA, INC.

By: _____
Z. Alan Fink, President

SECURED PARTIES:

CASTILE VENTURES, L.P.

By: Castile Partners, LLC
Its General Partner

By: _____
Name:
Title:

3i TECHNOLOGY PARTNERS L.P.

By: 3i Technology Associates LLC
Its General Partner

By: 3i Technology Corporation
Managing Member

By: _____
Name:
Title:

DRAPER FISHER JURVETSON GOTHAM
VENTURE FUND, LP

By: _____
Name: Daniel S. Schmitz
Title: Managing Member

DRAPER FISHER JURVETSON GOTHAM
INVESTMENTS, LLC

By: David S. Schutte
Name: DAVID S. SCHUTTE
Title: MANAGING MEMBER

NJTC VENTURE FUND, L.P.

By: NJTC Partners, LLC
Its General Partner

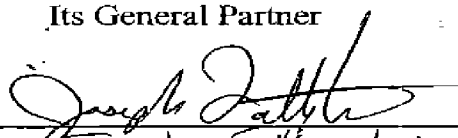
By: _____
Name:
Title:

DRAPER FISHER JURVETSON GOTHAM
INVESTMENTS, LCC

By: _____
Name:
Title:

NJTC VENTURE FUND, L.P.

By: NJTC Partners, LLC
Its General Partner

By: 
Name: Joseph Falkenstein
Title: Managing Member

Schedule I**SCHEDULE OF SECURED PARTIES**

Castile Ventures, L.P.
890 Winter Street, Suite 140
Waltham, MA 02451
Fax: (781) 890-0065
Attn: Nina F. Saberi

3i Technology Partners L.P.
880 Winter Street
Waltham, MA 02451
Fax: (781) 890-8301
Attn: Mikko Suonenlahti

Draper Fisher Jurvetson Gotham
Venture Fund, LP
Penn Com Plaza
132 West 31st Street, Suite 1102
New York, NY 10001
Fax: (212) 279-3835
Attn: Chip Meakem

Draper Fisher Jurvetson Gotham
Investments, LLC
Penn Com Plaza
132 West 31st Street, Suite 1102
New York, NY 10001
Fax: (212) 279-3835
Attn: Chip Meakem

NJTC Venture Fund, L.P.
1001 Briggs Road, Suite 280
Mt. Laurel, NJ 08054
Fax: (609) 787-9800
Attn: Joe Falkenstein

Schedule II

CERTAIN LIENS

Pentech Financial Services, Inc. ("Pentech") has a security interest in certain property of the Company pursuant to or in connection with the Equipment Financing Agreement dated as of September 1, 2002 between the Company and Pentech.

Schedule III**PATENTS, TRADEMARKS, ETC.**

On May 9, 2001, a patent application (No. 09/851,378) was filed on behalf of Ronald Hiller as the inventor and the Company as the assignee with regard to a Network Performance Monitoring System.

On July 12, 2002, a patent application (No. 10/193,756) was filed on behalf of Dragan Radulovic, Amin Abdulghani, and Ronald Hiller as inventors and the Company as the assignee with regard to a System And Method for Analyzing Data Streams.

On October 2, 2001, a Certificate of Registration, Registration No. 2,494,169, was issued to the Company by the United States Patent and Trademark Office for the service mark "Quantiva" for the purpose of automated performance measurement and analysis services, namely, monitoring, measuring and analyzing the performance of computer networks, computer services and computer applications for others, in Class 42.

On December 3, 2002, a Certificate of Registration, Registration No. 2,656,969, was issued to the Company by the United States Patent and Trademark Office for the trademark "Quantiva" for computer software for use in network management in the fields of computers and telecommunications, in Class 9.

Schedule IV**EXCEPTIONS**

The Company grants non-exclusive licenses to customers in the ordinary course of business.

Pursuant to the terms of a License Agreement between Graburn Technology, Inc. ("Graburn") and AT&T Corp. dated as of December 1, 1999, Graburn granted a license to AT&T Corp. to use certain software and other intellectual property as is more fully described in such License Agreement. Graburn was merged with and into the Company effective March 30, 2000.

The Company uses various "off-the-shelf" and publicly available software products that are subject to the terms and conditions of the licenses related thereto.