

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

@Stake, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 10/20/03

2. Name and address of receiving party(ies)

Name: Silicon Valley Bank dba Silicon Valley East

Internal Address:

Address:

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA Zip: 95054

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other California-Chartered Bank

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) 76/464,910; 76/464,911

B. Trademark Registration No.(s) 2498916; 2540622; 2331825; 2679870; 2730068

Additional number(s) attached Yes No

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

Name: Christopher E. Kondracki

Internal Address:

Street Address: 2001 Jefferson Davis, Hwy.

Suite 505

City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41): \$ 190.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

19-3545

DO NOT USE THIS SPACE

9. Signature.

Christopher E. Kondracki Name of Person Signing

Signature

10/28/03 Date

Total number of pages including cover sheet, attachments, and document: 13

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 20th day of October, 2003 ("Effective Date") by and between @STAKE, INC., a Delaware corporation with its principal place of business at 196 Broadway, Cambridge, Massachusetts 02139 ("Grantor"), and SILICON VALLEY BANK, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462, doing business under the name "Silicon Valley East" ("Lender").

RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Loan and Security Agreement dated as of October 20, 2003 between Grantor and Lender, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets described herein, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 (as defined therein).

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 Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender under the Loan Agreement, during the Term (hereinafter, the "Indebtedness"), Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the following registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, and copyright registrations and like protections owned by Grantor in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held during the Term, including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights owned by Grantor, including any rights to Grantor's unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products owned by Grantor now or hereafter existing, created, acquired or held during the Term;

(c) Any and all design rights owned by Grantor now or hereafter existing, created, acquired or held during the Term;

(d) All patents, patent applications and like protections owned by Grantor including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on EXHIBIT B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, owned by Grantor, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired by Grantor during the Term including, without limitation those set forth on EXHIBIT D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights set forth in Section 1(a)-1(f), with the right, which shall not be exercised until the occurrence of an Event of Default, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All 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, including, without limitation those set forth on EXHIBIT E attached hereto; and

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

(j) All amounts payable to Grantor in respect of the foregoing, Intellectual Property Collateral described in Sections 1(a)- 1(i), including without limitation all amounts under insurance or any indemnity or warranty payable to Grantor in respect of any of the foregoing.

2. Authorization. Grantor authorizes Lender to record this IP Agreement with the Register of Copyrights and the Commissioner of Patents and Trademarks, and any amendments thereto, or copies thereof. Grantor acknowledges and agrees that this IP Agreement creates, and in the case of Intellectual Property Collateral acquired after the Effective Date during the Term, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first security interest and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is as of the Effective Date, to its knowledge, sole owner of the Intellectual Property Collateral.

(b) Performance of this IP Agreement does not, to Grantor's knowledge, conflict with or result in a breach of any material agreement to which Grantor is bound.

(c) During the Term, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for (i) licenses and encumbrances that Grantor granted to third parties prior to the Effective Date, and (ii) licenses and encumbrances that Grantor may grant in the ordinary course of business to third parties during the Term or as set forth in this IP Agreement;

(d) To its knowledge, as of the Effect Date (i) each of the Patents is valid and enforceable, (ii) no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and (iii) no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Subject to 3(l) Grantor shall use commercially reasonable efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, conditioned, or delayed, unless Grantor determines in its reasonable business discretion that abandonment is appropriate.

(g) Subject to 3(l) Grantor shall take such further reasonable actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) To its knowledge, except for, and upon, the filing by Lender of UCC financing statements, and other notice or recordation filings or notations in appropriate state and federal filing offices, including without limitation the Register of Copyrights and the Commissioner of patents and Trademarks, if necessary in Lender's discretion to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

(i) To its knowledge, all information heretofore, herein or hereafter supplied to Lender during the Term by or on behalf of Grantor with respect to the Intellectual Property Collateral is, or with respect to information supplied after the Effective Date, will be, accurate and complete in all material respects.

(j) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Grantor shall use commercially reasonable efforts to not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might, to Grantor's knowledge, in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts.

(k) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event occurring during the Term that materially adversely affects the value of any material Intellectual Property Collateral, or the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

(l) Nothing in this Agreement shall be deemed to require Grantor to register or otherwise file an application for registration with any governmental authority with respect to any Trademarks, Patents, Copyrights, Mask Works or other Intellectual Property Collateral that is unregistered as of the Effective Date. Except upon the occurrence of an Event of Default, Grantor shall have the discretion during the Term to determine whether such registration or application for registration of Intellectual Property Collateral is in its best interest, provided that if Grantor elects in its reasonable business discretion to apply for, or if Grantor obtains such registration, Grantor shall provide notice to Lenders, subject to Section 6(b) herein.

4. Lender's Rights. Subject to 3(l), Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after thirty (30) days' written notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of

the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) Subject to 3(l) on a continuing basis during the Term, Grantor will, upon reasonable request by Lender, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) In addition to section 6(a) above, Grantor shall not register any of its Copyrights or Mask Works with the Register of Copyrights without first executing and simultaneously registering an IP Agreement, in the identical form of this IP Agreement, with the Register of Copyrights, listing such Copyrights(s) on Exhibit A thereto and/or such Mask Works on Exhibit D in order to protect and perfect Lender's security interest in such Copyrights or Mask Works. Promptly after such registration, Grantor shall forward to the Lender, at the address listed above, a copy of, and the original IP Agreement as filed with the Register of Copyrights.

(c) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, effective only upon the occurrence and during the continuance of an Event of Default, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Lender deems appropriate, in order to further perfect or protect Lender's interest in the Intellectual Property Collateral.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default by Grantor under this IP Agreement:

(a) An Event of Default (as defined in the Loan Agreement) occurs under the Loan Agreement and is not cured within the applicable cure periods set forth therein; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement, and such breach is not cured by Grantor after thirty (30) days prior written notice by Lender.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property that embodies the Intellectual Property Collateral in which Lender has a security interest and to make it available to Lender at a place

designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay all reasonable expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any reasonable expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. **Indemnity.** Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. **Term; Termination.** This IP Agreement shall commence upon the Effective Date and continue until terminated upon the occurrence of any of the following (the "Term"):

(a) Grantor shall have completely satisfied all of the obligations secured hereunder, and Bank's commitment to lend, as set forth in the Loan Agreement has been terminate;

(b) Termination of the Loan Agreement, as set forth therein.

Upon termination of this IP Agreement; (i) Lender shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder; and (ii) the license granted to Lender in Section 8 hereof to use the Copyrights, Patents, Trademarks, and Mask Works shall terminate. Section 9-15 shall survive any termination hereof.

11. **Course of Dealing.** No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. **Amendments.** This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. **Counterparts.** This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. **Law and Jurisdiction.** This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its rules concerning conflicts of laws. EACH PARTY ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA. NOTWITHSTANDING THE FOREGOING, THE LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE LENDER'S RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY

CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Grantor who shall also be subject to the terms of this Agreement; (ii) to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers reasonable and appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender reasonably does not know that the third party is prohibited from disclosing the information.

16. General. The following Sections of the Loan Agreement are incorporated by reference into this Agreement: Section 10 (Notices), Section 12.1 (Assignment), Section 12.5 (Severability of Provision), and Section 12.6 (Amendments in Writing: Integration). If any of the express provisions of this IP Agreement conflict with any of the provisions of the Loan Agreement, such conflict shall be resolved in every instance in favor of the express provisions of this IP Agreement.

17. Force Majeure. Neither party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

18. No Agency: Independent Contractors. Each party represents that it is acting as an independent contractor and on its own behalf and is not acting as an agent for or on behalf of any third party, and as such shall not have any authority to bind or commit the other party. The IP Agreement and the relations hereby established by and between the parties do not constitute a partnership, joint venture or agency or contract of employment between them. Neither party nor any of its employees shall be deemed employees of the other party for any purpose.

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

Address of Grantor:

174 Broadway
Cambridge, MA 02139

GRANTOR:

@STAKE, INC.

By: [Signature]

Name: Ron Lescinskas

Title: VP Finance

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

56120/286

790919.2

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated February 20, 2003.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
------------------------------	----------------------------	-------------------------

None.

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
------------------------------	---------------------------	-----------------------	-------------------------	--

Grantor also claims copyright rights in other, unregistered original works of authorship that: (i) Grantor's employees have created within the scope of their employment; and (ii) have been assigned to Grantor by third parties.

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated October 26, 2003.

EXHIBIT "B"

PATENTS

<u>PATENT</u>	<u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
Software	Analysis Framework	ASIS-P01-001	USA	10/314,005	12/06/02	Pending

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated October 20, 2003.

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
@stake	US		249,8916	Registered October 16, 2001
SNN1	US		254,0622	Registered February 19, 2002
L0pht	US		233,1825	Registered March 21, 2000
Where Security & Business Intersect	US		2,679,870	Registered January 28, 2003
SmartRisk	US		2,730,068	Registered June 24, 2003
@stake, Inc. (International Filing with CTM)	EU Community TM		2374437	Registered September 13, 2001
LC	US	76/464,910		Appln. filed November 6, 2002
WebProxy	US	76/464,911		Appln. filed November 6, 2002

Grantor also claims common law trademark rights in other marks and names that it uses in its business.

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated October 20, 2003.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
------------------	--------------------	----------------	-------------------	----------------	---------------

None.

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated October 20, 2003.

EXHIBIT "E"

LICENSES

None.

56120/286

790919.2