

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bravanta, Inc.		11/17/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Agility Capital, LLC
Street Address:	226 East Canon Perdido
Internal Address:	Suite F
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
Entity Type:	limited liability company: CALIFORNIA

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Serial Number:	76470756	REWARDING YEARS
Registration Number:	2618117	BRAVANTA EDGE
Registration Number:	2763417	RESULTS FIRST SUITE
Registration Number:	2726287	BRAVANTA
Serial Number:	75708686	BRAVO GIFTS
Serial Number:	75708683	BRAVO

CORRESPONDENCE DATA	
Fax Number:	(202)682-3580
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2026823500
Email:	jrynkiewicz@kayescholer.com
Correspondent Name:	John P. Rynkiewicz
Address Line 1:	901 Fifteenth Street, NW
Address Line 2:	Kaye Scholer LLP, Suite 1100
Address Line 4:	Washington,, DISTRICT OF COLUMBIA 20005

CH \$165.00 76470756

ATTORNEY DOCKET NUMBER:

00726/0010

NAME OF SUBMITTER:

John P. Rynkiewicz

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Security Agreement (this "Agreement") is entered into as of November 17, 2003, by and between Agility Capital, LLC ("Lender") and Bravanta, Inc., a Delaware corporation ("Grantor").

### RECITALS

A. Lender has agreed to make a certain advance of money and to extend certain financial accommodations to Grantor (the "Loan") in the amounts and manner set forth in that certain Loan and Security Agreement, of even date herewith, by and between Lender and Grantor (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). Lender is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of its 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 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, including, without limitation, all of its Copyrights, Trademarks and Patents.

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 Documents and under all other agreements now existing or hereafter arising between Grantor and Lender, Grantor grants and pledges to Lender 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 Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity subject to the Senior Security Interest. Each right, power and remedy of Lender 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 a addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this 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 or entity, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which counterparts together shall constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be delivered to Lender and Grantor.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISIONS, EXCEPT TO THE EXTENT GOVERNED BY FEDERAL LAW, IN WHICH CASE FEDERAL LAW SHALL APPLY.

This Agreement may not be amended, supplemented or modified, nor may the obligations of the parties hereto be waived, except pursuant to a writing signed by both Lender and Grantor.

Grantor may not assign its rights or obligations under this Agreement without the consent of Lender. This Agreement shall be binding upon and inure to the benefit of Lender and Grantor and their respective successors and permitted assigns.

[SIGNATURES ON SEPARATE PAGE]

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


GRANTOR:

BRAVANTA, INC.

Address of Grantor:

701 Gateway Blvd, Suite 230  
So. San Francisco, CA 94080

Attn: Anthony M. Russo

By:   
Name: ANTHONY M. RUSSO  
Title: C.F.O.

LENDER:

AGILITY CAPITAL, LLC

Address of Lender:

226 East Canon Perdido, Suite F  
Santa Barbara, CA 93101

Attn: Robert Skinner, Esq.

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

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

GRANTOR:

BRAVANTA, INC.

Address of Grantor:

701 Gateway Blvd, Suite 230  
So. San Francisco, CA 94080

Attn: Anthony M. Russo

By: \_\_\_\_\_

Name:

Title:

LENDER:

AGILITY CAPITAL, LLC

Address of Lender:

226 East Canon Perdido, Suite F  
Santa Barbara, CA 93101

Attn: Robert Skinner, Esq.

By: 

Name: ROBERT L. SKINNER

Title: CEO

EXHIBIT A

Copyrights

Grantor has no Copyrights.

EXHIBIT B

Patents

Grantor has no Patents.



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Rewarding Years	76/470,756	11/29/02
Bravanta Edge	2,618,117	09/10/02
Results First Suite	2,763,417	09/16/03
Bravanta	2,726,287	06/17/03
Bravo Gifts (and design)	75/708,686	05/18/99
Bravo	75/708,683	05/18/99