



06-12-2003

Resubmission D &

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

RECORDER TR



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): 6-9-03
Appfluent Technology, Inc.

Individuals Association
 General Partnership 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: Carlyle Venture Partners II, L.P.
 Internal
 Address: _____
 Street Address: 1001 Pennsylvania Ave., N.W.
Suite 220 South
 City: Washington State: DC Zip: 20004

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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 20, 2003

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

A. Trademark Application No.(s)
~~1105450, 0021581~~ 76/436, 053
76/232, 168

B. Trademark Registration No.(s)
~~26736, 053, 76/232, 168~~

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Patricia A. Lamm
 Internal Address: _____
Cooley Godward LLP
 Street Address: 11951 Freedom Drive
 City: Reston State: VA Zip: 20190

6. Total number of applications and trademarks involved: 4

7. Total fee (37 CFR 3.41)..... \$ 115.00

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

01 FC-0521 10.00
 02 FC-0522 Statement and signature. 75.00

Patricia A. Lamm
 Name of Person Signing

Signature

June 7, 2003
 Date

Total number of pages including cover sheet, attachments, and documents: 14 + 2 = 16

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

Resubmission

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2003)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

TRADEMARKS ONLY

CONTINUATION OF NUMBER 2. RECEIVING PARTIES

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):

Appfluent Technology, Inc.

- Individuals
- General Partnership
- Corporation-State - DE
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: **CVP Coinvestment, L.P.**

Internal

Address:

1001 Pennsylvania Ave.,

Street Address: **N.W. Suite 220 South**

City: **Washington** State: **DC** Zip: **22204**

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

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Resubmission

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TRADEMARKS ONLY

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U.S. Patent and Trademark Office

CONTINUATION OF NUMBER 2. RECEIVING PARTIES

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

3. Name of conveying party(ies):

Appfluent Technology, Inc.

- Individuals
- General Partnership
- Corporation-State -- DE
- Other
- Association
- Limited Partnership

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

4. Name and address of receiving party(ies)

Name: DynaFund II, L.P.

Internal

Address: _____

1555 Wilson Blvd., Suite

Street Address: **320**

City: Arlington State: VA Zip: 22209

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

- Resubmission

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "*Agreement*") is entered into as of May 20, 2003 by and between CARLYLE VENTURE PARTNERS II, L.P., CVP COINVESTMENT, L.P. AND DYNAFUND II, L.P. and the other individuals and entities listed on the signature page hereto, as the case may be (collectively, the "*Secured Party*") and APPFLUENT TECHNOLOGY, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. The Secured Party has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "*Loan*") in the amounts and manner set forth in that certain Secured Convertible Demand Note & Warrant Purchase Agreement by and between the Secured Party and Grantor, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Purchase Agreement*"). Capitalized terms used but not otherwise defined herein are used as defined in the Purchase Agreement.

B. The Secured Party is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party 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 Intellectual Property Collateral (as defined below) to secure the obligations of Grantor under the Purchase Agreement and the other agreements, instruments and documents delivered in connection therewith (collectively, the "*Note Documents*").

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 Note Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Definitions.

1.1 "*Copyrights*" means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held.

1.2 "*Intellectual Property Collateral*" means all of Grantor's right, title, and interest in and to the following:

(a) Copyrights, Trademarks and Patents;

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

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- *hexusmbolm*

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

1.3 "*Patents*" means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

1.4 "*Trademarks*" means any trademark and servicemark rights, 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.

2. **Grant of Security Interest.** To secure its obligations under the Note Documents, Grantor grants and pledges to Secured Party 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 *Exhibits 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.

3. **Events of Default.**

3.1 Each "*Event of Default*" under the Note Documents shall be an Event of Default hereunder, and is hereby incorporated herein by reference.

4. **Rights and Remedies.** The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement and the other Note Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Purchase Agreement or any of the Note 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement or any of the other Note Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

5. **Representations and Warranties.**

5.1 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.

5.2 Except for licenses granted by Grantor to its customers in the ordinary course of business as set forth in the *Schedule I* attached hereto, Grantor is the sole owner of the Intellectual Property Collateral. Each of the Copyrights, Trademarks and Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party except to the extent such claim could not reasonably be expected to cause (i) a material adverse change to Grantor's business, (ii) a material impairment of the prospect of repayment of any portion of the obligations owing under the Note Documents, or (iii) a material impairment of the value or priority of Secured Party's security interest in the Collateral (as defined in the Note Documents).

6. **Covenants.**

6.1 Grantor shall execute and deliver such additional instruments and documents from time to time as Secured Party shall reasonably request to perfect Secured Party's security interest in the Intellectual Property Collateral.

6.2 Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld.

6.3 Secured Party may audit Grantor's Intellectual Property Collateral to confirm compliance with this Section 6. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Section 6 to take

but which Grantor fails to take, after 15 days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 6.

6.4 Grantor shall not permit the inclusion in any contract to which it becomes a party of any provisions that could restrict or invalidate the creation of a security interest in Grantor's rights and interests in any Intellectual Property Collateral

7. **Amendment, Modification and Waiver.** Any term of this Agreement may be modified or amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Supermajority Lenders; provided, however, that in the event such amendment, modification or waiver adversely affects the rights and/or obligations of any Secured Party in a manner different than all other Secured Parties, such amendment, modification, supplement or waiver shall also require the written consent of such adversely affected Secured Party. No modification or waiver of any provision of this Agreement or consent to departure therefrom shall be effective unless in writing and signed by the Company and the Supermajority Lenders.

8. **Counterpart Signature Pages.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute on and the same instrument. In addition, each counterpart signature page executed by a Subsequent Lender shall be appended hereto without any additional corporate action or other approval.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above, unless indicated otherwise below such party's signature.

GRANTOR:

Address of Grantor:

APPFLUENT TECHNOLOGY, INC.
By: _____
Name: _____
Title: _____

SECURED PARTIES:

Address of Secured Party:

CARLYLE VENTURE PARTNERS II, L.P.
By: _____
Name: _____
Title: _____

Address of Secured Party:

CVPII COINVESTMENT, L.P.
By: _____
Name: _____
Title: _____

Address of Secured Party:

DYNAFUND II, L.P.
By: _____
Name: _____
Title: _____

Address of Secured Party:

[NAME]
By: _____
Name: _____
Title: _____
Date: _____

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SCHEDULE I

LIST OF ORDINARY COURSE LICENSES

NONE

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EXHIBIT A
COPYRIGHTS

COPYRIGHT REGISTRATION			
Registration No.	Registration Date	Title of Copyright	Registration Status
DbCruiser 1.0	TXu 1-023-585	Software program	Registered 1/9/02

EXHIBIT B

PATENTS

Client Number & District	Serial Number	Title	Status
093807-2002 ICRU-001/00US	09/711,881	System and Method for Routing Database Requests to a Database and a Cache	Pending
093807-2010 ICRU-001/00WO	PCT/US01/43026	System and Method for Routing Database Requests to a Database and a Cache	Pending
093807-2003 ICRU-002/00US	60/253,939	System and Method for Delivering Dynamic Content Using Content Delivery Servers	Pending
093807-2006 ICRU-002/01US	09/997,237	System and Method for Delivering Dynamic Content	Pending
093807-2012 ICRU-002/01WO	PCT/US01/44951	System and Method for Delivering Dynamic Content	Pending
093807-2004 ICRU-003/00US	09/778,716	System and Method for Adaptive Data Caching	Pending
093807-2013 ICRU-003/00WO	PCT/US02/02529	System and Method for Adaptive Data Caching	Pending
093807-2007 ICRU-004/00US	09/851,420	System and Method for Clustering Database Caches	Pending
093807-2014 ICRU-004/00WO	PCT/02/14375	System and Method for Clustering Database Caches	Pending
093807-2009 ICRU-006/00US	10/024,522	System and Method for Adaptive Result Set Caching	Pending
093807-2015 ICRU-006/00WO	PCT/US02/39865	System and Method for Adaptive Result Set Caching	Pending

EXHIBIT C

TRADEMARKS

MARK	REGISTRATION NO.	CLASSIFICATION	BACKGROUND
APPFLUENT United States	Serial No. 76/436,053	Class 9: computer software for temporarily storing data in a cache; computer software for efficiently transferring data between software applications and databases; communications software, namely software used to access, view and transmit information and data from global computer networks; computer software for searching, retrieving, archiving and transmitting information and documents on a global computer network or local area network; computer hardware, namely, cpu's, circuit boards, disk drives, backplanes, disk controllers, network interfaces, power supplies, fans and ram drives; and user manuals and documents sold as a unit therewith	Filed July 26, 2002 (on the basis of intended use); Pending
AUTOCRUISER United States	Serial No. 76/232,168	Class 9: computer software for database caching and content delivery software for information, data, streaming media and document manipulation, management, searching, archiving, retrieval and delivery on a global computer network or local area network, user manuals and printed instructions sold as a unit therewith	Filed: 3/28/01 (on the basis of intended use); Notice of Allowance issued 7/23/02
APPFLUENT Canada	Application No. 1165458	Class 9: computer software for temporarily storing data in a cache; computer software for efficiently transferring data between software applications and databases; communications software, namely software used to access, view and transmit information and data from global computer networks; computer software for searching, retrieving, archiving and transmitting information and documents on a global computer network or local area network; computer hardware, namely, cpu's, circuit boards, disk drives, backplanes, disk controllers, network interfaces, power supplies, fans and ram drives; and user manuals and documents sold as a unit therewith	Filed 1/23/03; Pending

MARK/OFFICE	APPLICATION REGISTRATION NO.	CLASS GOODS/SERVICES	BACKGROUND COMMENT
APPFLUENT European Community	Application No. 3021581	Class 9: computer software for temporarily storing data in a cache; computer software for efficiently transferring data between software applications and databases; communications software, namely software used to access, view and transmit information and data from global computer networks; computer software for searching, retrieving, archiving and transmitting information and documents on a global computer network or local area network; computer hardware, namely, cpu's, circuit boards, disk drives, backplanes, disk controllers, network interfaces, power supplies, fans and ram drives; and user manuals and documents sold as a unit therewith	Filed 1/24/03 (claiming US priority date of 7/26/02); Pending

IN WITNESS WHEREOF, the parties have caused 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:
4350 N. Fairfax Drive
Arlington, VA 22203

APPELLUENT TECHNOLOGY, INC.
By: Bruce McNamer
Name: Bruce McNamer
Title: CFO

SECURED PARTIES:

Address of Secured Party:

CARLYLE VENTURE PARTNERS II, L.P.
By: _____
Name: _____
Title: _____

Address of Secured Party:

CVPII COINVESTMENT, L.P.
By: _____
Name: _____
Title: _____

Address of Secured Party:

DYNAFUND II, L.P.
By: _____
Name: _____
Title: _____

Address of Secured Party:

[NAME]
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused 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:

APFFLUENT TECHNOLOGY, INC.
By: _____
Name: _____
Title: _____

SECURED PARTIES:

Address of Secured Party:

CARLYLE VENTURE PARTNERS II, L.P.
By: *[Signature]*
Name: *Robert E. Grady*
Title: *Managing Director*

Address of Secured Party:

CVPII COINVESTMENT, L.P.
By: *[Signature]*
Name: *Robert E. Grady*
Title: *Managing Director*

Address of Secured Party:

DYNAFUND II, L.P.
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused 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:

APPLUENT TECHNOLOGY, INC.

By: _____

Name: _____

Title: _____

SECURED PARTIES:

Address of Secured Party:

CARLYLE VENTURE PARTNERS II, L.P.

By: _____

Name: _____

Title: _____

Address of Secured Party:

CVPII COINVESTMENT, L.P.

By: _____

Name: _____

Title: _____

Address of Secured Party:

21515 Hawthorne Blvd, Ste 1200
Torrance, CA 90503

DYNAFUND II, L.P.

By: Richard D Whiting

Name: Richard D Whiting

Title: Managing Member, Dynafund Ventures II, LLC