

10-10-2003

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FORM PTO-1594  
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102572911

To the Honorable Commissioner of

Patent and Trademark Office use attached original documents or copy thereof.

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| <p>1. Name of conveying party(ies):<br/>BRAVANTA, INC.</p> <p>Individual(s) citizenship:<br/>Association:<br/>General Partnership:<br/>Limited Partnership:<br/>Corporation - State: DELAWARE<br/>Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of Conveyance:<br/><input type="checkbox"/> Assignment <input type="checkbox"/> Merger<br/><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name<br/><input type="checkbox"/> Other</p> <p>Execution Date: September 29, 2003</p> | <p>2. Name and address of receiving party(ies):<br/>Name: ALLIANCE FINANCIAL CAPITAL, INC. as agent<br/>Address: 700 AIRPORT BLVD.<br/>City: BURLINGAME State: CA Zip: 94010</p> <p>Individual(s) citizenship:<br/>Association:<br/>General Partnership:<br/>Limited Partnership:<br/>Corporation - State: CALIFORNIA<br/>Other:</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No<br/>(Designations must be a separate document from assignment)<br/>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
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|   |  |
|---|--|
| <p>4. Application number(s) or trademark number(s):<br/>A. Trademark Application No.(s)<br/><u>76/470,756</u>                      75/708,686<br/><del>75/708,683</del></p> | <p>B. Trademark Registration No.(s)<br/>2,618,117                      2,763,417<br/>2,726,287</p> |
| <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>   |  |

|  |   |
|--|---|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:<br/>Name: Erin O'Brien<br/>Internal Address: GRAY CARY WARE &amp; FREIDENRICH<br/>4365 Executive Drive, Suite 1100<br/>San Diego, California 92121-2133</p> | <p>6 Total number of applications and registrations involved: 6</p> <hr/> <p>7. Total fee (37 CFR 3.41) . . . . . \$165.00<br/><input checked="" type="checkbox"/> Enclosed<br/><input type="checkbox"/> Authorized to be charged to deposit account</p> <hr/> <p>8. Deposit account number:<br/><br/>(Attach duplicate copy of this page if paying by deposit account)</p> |
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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.

Erin O'Brien  
Name of Person Signing

*Erin O'Brien*  
Signature

October 9, 2003  
Date

Total number of pages comprising cover sheet: [ 6 ]

Mail Documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office, Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

10/14/2003 LINDLER 00000090 76470736  
01 FC:0521 44.00 DP  
02 FC:0322 125.00 DP

Gray Cary\PA\10324236.1  
1010613-900700

TRADEMARK  
REEL: 002842 FRAME: 0750

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 29, 2003, by and between Alliance Financial Capital, Inc. ("Secured Party"), as agent for itself and Agility Capital, LLC and Bravanta, Inc. ("Debtor").

## RECITALS

Debtor granted Secured Party, as agent, a security interest pursuant to an Accounts Receivable Financing Agreement of even date herewith (the "Financing Agreement"). Capitalized terms used herein have the meaning assigned in the Financing Agreement. Pursuant to the terms of the Financing Agreement, Debtor has granted to Agility a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral.

NOW, THEREFORE, Debtor agrees as follows:

## AGREEMENT

To secure payment and performance of its obligations under the Financing Agreement and any other agreement between or among Debtor, Secured Party, and/or Agility Capital, LLC, Debtor grants to Secured Party, as agent, a security interest in all of Debtor's right, title and interest in Debtor's intellectual property (including without limitation those Copyrights, Patents and Trademarks (together with the goodwill of Debtor represented thereby) listed on Schedules A, B and C hereto), 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).

Debtor represents and warrants that (i) listed on Schedule C hereto are all trademark registrations and pending registrations owned or controlled by Debtor or licensed to Debtor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Debtor or licensed to Debtor, and (iii) listed on Schedule A are all of Debtor's software, computer programs and other works of authorship subject to United States copyright protection, including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Debtor. Debtor shall from time to time, execute and file such other instruments, and take such further actions as Agility may reasonably request from time to time to perfect or continue the perfection of Agility's interest in the intellectual property.

This security interest is granted in conjunction with the security interest granted to Agent under the Financing Agreement. Each right, power and remedy of Agent provided for herein shall not preclude the simultaneous or later exercise by Agility of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Debtor:

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

BRAVANTA, INC.

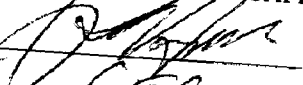
By 

Title CEO

Address of Agility:

700 Airport Blvd.  
Burlingame, CA 94010

ALLIANCE FINANCIAL CAPITAL, INC.

By 

Title CEO

SCHEDULE A

Copyrights

NONE

SCHEDULE B

Patents

Description

Patent/Serial Number

Issue/Application  
Date

None

SCHEDULE C

Trademarks

| <u>Description</u>       | <u>Registration/Application<br/>Number</u> | <u>Registration/Application<br/>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                                 |