

11/18/03

11-18-2003



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

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

E-Z Data, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Mellon 1st Business Bank, N.A.

Internal Address: One Bunker Hill Building

Street Address: 601 West Fifth Street

City: Los Angeles State: CA Zip: 90071

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State CA 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: 11/03/03

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached List

Additional number(s) attached Yes No

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

Name: Federal Research Corporation

Internal Address: Penelope Agodoa

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robin C. Dunn Name of Person Signing

Robin C. Dunn Signature

November 17, 2003 Date

Total number of pages including cover sheet, attachments, and document: 15

11/19/2003 LMUELLER 00000075 76405992

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

01 FC:8521 40.00 DP 02 FC:8522 125.00 DP

TRADEMARK REEL: 002865 FRAME: 0314

# #4 B - Recordation Form Cover Sheet

## TRADEMARKS

(including trademarks that are the subject of an application for registration)

<u>Mark</u>	<u>Country</u>	<u>Serial/Application Number</u>	<u>Filing Date</u>	<u>Status</u>
Enterprise CRM Platform	U.S.	76/405992	May 10, 2002	Pending
E-Z Mobile	U.S.	Reg. No. 2,766,372	Reg. Date September 23, 2003	Registered
Agency Data System	U.S.	Reg. No. 2,658,162	Reg. Date December 10, 2002	Registered
SmartClub	U.S.	Reg. No. 2,329,731	Reg. Date March 14, 2000	Registered
SmartOffice	U.S.	Reg. No. 1,696,830	Reg. Date June 23, 1992	Registered
Client Data System	U.S.	Reg. No. 1,937,711	Reg. Date November 28, 1995	Registered

**INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

This Intellectual Property Security Agreement (this "Agreement") is made as of November 3, 2003 by and between E-Z DATA, INC. ("Borrower"), and MELLON 1<sup>ST</sup> BUSINESS BANK, N.A. ("Secured Party").

**RECITALS**

A. Secured Party has agreed to lend to Borrower certain funds (the "Loans"), pursuant to a Loan Agreement dated of substantially even date (the "Loan Agreement") and Borrower desires to borrow such funds from Secured Party. Borrower is executing and delivering to Secured Party a General Security Agreement of substantially even date (the "Security Agreement"). (The Loan Agreement and the Security Agreement and the other present and future documents, instruments and agreements relating thereto are referred to herein collectively, as the "Loan Documents".)

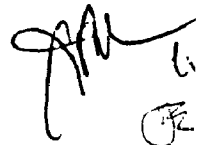
B. In order to induce Secured Party to make the Loans, Borrower has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Borrower to Secured Party.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Borrower's present or future indebtedness, obligations and liabilities to Secured Party, Borrower hereby grants, assigns, transfers, and conveys a security interest to Secured Party, as security, but not as an ownership interest, in and to Borrower's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) All of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A-1 to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Borrower in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, including without



limitation the Unregistered Copyrights listed in Exhibit A-2 to this Agreement, and any and all royalties, payments, and other amounts payable to Borrower in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights (the "Licenses").

(d) All present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) 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;

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

(g) All patents, patent applications and like protections 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");

(h) 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 Borrower connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks"); provided, however, that Secured Party shall not acquire any interest in any intent to use a federal trademark application for a trademark, servicemark, or other mark filed on Borrower's behalf prior to the filing under applicable law of a verified statement of use (or equivalent) for such mark that is the subject of such application;

(i) Any and all claims for damages by way of past, present and future infringements 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;

(j) 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;

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

(l) 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.

2. Authorization and Request. Borrower authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

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

(a) Borrower is now the sole owner of the Collateral, except for non-exclusive licenses granted by Borrower to its customers in the ordinary course of business.

(b) Listed on Exhibits A-1 and A-2 are all copyrights owned by Borrower, in which Borrower has an interest, or which are used in Borrower's business.

(c) Each employee, agent and/or independent contractor who has participated in the creation of the property constituting the Collateral has either executed an assignment of his or her rights of authorship to Borrower or is an employee of Borrower acting within the scope of his or her employment and was such an employee at the time of said creation.

(d) Borrower shall not hereafter register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Borrower of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

(e) Borrower shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Borrower all rights of authorship to any copyrighted material in which Borrower has or may subsequently acquire any right or interest.

(f) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Borrower is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Agreement constitutes an assignment.

(g) During the term of this Agreement, Borrower will not transfer or otherwise encumber any interest in the Collateral, except as may be expressly permitted under the other Loan Documents, and except for non-exclusive licenses granted by Borrower in the ordinary course of business or as set forth in this Agreement;

(h) To the best of Borrower's knowledge, each of the Patents, Trademarks, and Copyrights is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(i) Borrower shall promptly advise Secured Party of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Borrower in or to any Trademark, Patent or Copyright not specified in this Agreement;

(j) Borrower shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its commercially reasonable 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 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 unless Borrower determines that under reasonable business practices abandonment is appropriate.

(k) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Borrower first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement;

(l) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder and except as has been already made or obtained, 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 Borrower of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Borrower in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies thereunder;

(m) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Borrower with respect to the Collateral is accurate and complete in all material respects.

(n) Borrower shall not enter into any agreement that would materially impair or conflict with Borrower's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Borrower shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Borrower's rights and interest in any property included within the definition of the Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(o) Upon any executive officer of Borrower obtaining actual knowledge thereof, Borrower will promptly notify Secured Party in writing of any event that materially

adversely affects the value of any material Collateral, the ability of Borrower to dispose of any material Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Borrower's sole expense, any actions that Borrower is required under this Agreement to take but which Borrower fails to take, after 10 days' notice to Borrower. Borrower shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Borrower hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Borrower, and any of Borrower'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 Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Borrower and as often as may be reasonably requested.

6. Further Assurances; Attorney in Fact.

(a) Borrower will, subject to any prior licenses, encumbrances and restrictions permitted hereunder, 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 Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Upon an Event of Default, Borrower hereby irrevocably appoints Secured Party as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower, Secured Party or otherwise, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation: To modify, in its sole discretion, this Agreement without first obtaining Borrower's approval of or signature to such modification by amending Exhibit A-1, Exhibit A-2, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Borrower after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Borrower no longer has or claims any right, title or interest; and To effect the transfer of the Collateral to any purchaser thereof at any foreclosure sale held pursuant to the California Uniform Commercial Code or other applicable law.

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

(a) An Event of Default occurs under the Loan Agreement, the Security Agreement or any other Loan Documents; or

(b) Borrower breaches any warranty or agreement made by Borrower in this Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Borrower to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Borrower will pay any and all reasonable expenses (including reasonable attorney's fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Borrower agrees to defend, indemnify and hold harmless Secured Party 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 Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Borrower, whether under this Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. Release. At such time as Borrower shall completely satisfy all of the obligations secured hereunder, Secured Party shall execute and deliver to Borrower all lien releases and other instruments as may be reasonably necessary or proper to terminate Secured Party's security interest in the Collateral, subject to any disposition of the Collateral which may have been made by Secured Party pursuant to this Agreement. For the purpose of this Agreement, the obligations secured hereunder shall be deemed to continue if Borrower enters into any bankruptcy or similar proceeding at a time when any amount paid to Secured Party could be ordered to be repaid as a preference or pursuant to a similar theory, and shall continue until it is finally determined that no such repayment can be ordered.

11. No Waiver. No course of dealing between Borrower and Secured Party, nor any failure to exercise nor any delay in exercising, on the part of Secured Party, any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement, shall operate as a waiver. No single or partial exercise of any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement by Secured Party shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by Secured Party.

12. Rights Are Cumulative. All of Secured Party's rights and remedies with respect to the Collateral whether established by this Agreement, the Loan Agreement, or any other documents or agreements, or by law shall be cumulative and may be exercised concurrently or in any order.



13. 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.

14. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements from the non-prevailing party.

15. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, Security Agreement or other Loan Documents, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement, the Security Agreement and the other Loan Documents. This Agreement, the Loan Agreement, the Security Agreement and the other Loan Documents comprise the entire agreement of the parties with respect to the matters addressed in this Agreement.

16. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such provision, or part thereof, in such jurisdiction, and shall not in any manner affect such provision or part thereof in any other jurisdiction, or any other provision of this Agreement in any jurisdiction.

17. California Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Borrower and Secured Party consent to the nonexclusive jurisdiction of any state or federal court located in Los Angeles County, California.

18. Confidentiality. In handling any confidential information, Secured Party shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this Agreement except that the disclosure of this information may be made (i) to the affiliates of the Secured Party, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into a comparable confidentiality agreement in favor of Borrower and have delivered a copy to Borrower, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order, (iv) as may be required in connection with the examination, audit or similar investigation of Secured Party, and (v) as may be reasonably necessary in connection with the enforcement of Secured Party's rights and remedies.

19. WAIVER OF RIGHT TO JURY TRIAL. SECURED PARTY AND BORROWER EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN SECURED PARTY AND BORROWER; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF SECURED PARTY OR BORROWER OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH SECURED PARTY OR BORROWER; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

[remainder of page intentionally left blank; signature page follows]

20. Counterparts. 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 the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**BORROWER:**

**E-Z DATA, INC.**

By:   
DALE A. OKUNO, President


By:   
DILIP K. SONTAKEY, VP  
& Technology Officer

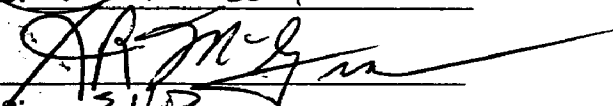
**Address of Borrower:**

918 E. Green St.  
Pasadena, CA 91106  
Attn: Dale Okuno, President

**SECURED PARTY:**

**MELLON 1<sup>ST</sup> BUSINESS BANK, N.A.**

By:   
Title: VICE PRESIDENT

By:   
Title: SVP

**Address of Secured Party:**

601 W. 5<sup>th</sup> Street  
Los Angeles, California 90071  
Attn: Loan Service Department

## EXHIBIT "A-1"

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Client data system	TX-3-178-967	August 14, 1991
SMARTOFFICE	TX-3-197-039	August 14, 1991
E-Z track, version 1.21	TX-3-579-363	June 29, 1993
Smart office, version 1.21	TX-3-579-366	June 29, 1993
Client data system: version 2.80	TX-3-579-372	June 29, 1993
Client data systems: version 2.80	TX-3-579-373	June 29, 1993
Client data system for Windows: version 1.00	TX-30996-566	March 15, 1995
Client data systems for Windows version 3.1	TX-5-045-164	August 24, 1999

EXHIBIT "A-2"

UNREGISTERED COPYRIGHTS

EXHIBIT "B"

PATENTS

(including patents that are the subject of an application for registration)

None

## EXHIBIT "C"

TRADEMARKS

(including trademarks that are the subject of an application for registration)

<u>Mark</u>	<u>Country</u>	<u>Serial/Application Number</u>	<u>Filing Date</u>	<u>Status</u>
Enterprise CRM Platform	U.S.	76/405992	May 10, 2002	Pending
E-Z Mobile	U.S.	Reg. No. 2,766,372	Reg. Date September 23, 2003	Registered
Agency Data System	U.S.	Reg. No. 2,658,162	Reg. Date December 10, 2002	Registered
SmartClub	U.S.	Reg. No. 2,329,731	Reg. Date March 14, 2000	Registered
SmartOffice	U.S.	Reg. No. 1,696,830	Reg. Date June 23, 1992	Registered
Client Data System	U.S.	Reg. No. 1,937,711	Reg. Date November 28, 1995	Registered