

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
Bluespring Software, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: May 13, 2004

2. Name and address of receiving party(ies)

Name: Primus Capital Fund IV Limited Partnership

Internal

Address: _____

Street Address: 5900 Landerbrook Dr. Suite 200

City: Cleveland State: OH Zip: 44124

- 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,676,751

Additional number(s) attached Yes No

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

Name: Joseph D. Hatina

Internal Address: Jones Day

Street Address: 901 Lakeside Avenue

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501432 (Internal Ref. 037260-600-005)

DO NOT USE THIS SPACE

9. Signature.

James R. Mix

Name of Person Signing


Signature

June 14, 2004

Date

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

ATTACHMENT FOR ITEM 4.B.

Additional Registration Numbers:

- A. Trademark Registration No. 2711753
- B. Trademark Registration No. 2742802
- C. Trademark Registration No. 2367974
- D. Trademark Registration No. 2328903

ATTACHMENT FOR ITEM 2.

Names and Addresses for Additional Receiving Parties:

- A. Primus Executive Fund Limited Partnership
5900 Landerbrook Drive, Suite 200
Cleveland, Ohio 44124
- B. Primus Capital Fund V Limited Partnership
5900 Landerbrook Drive, Suite 200
Cleveland, Ohio 44124
- C. Primus Executive Fund V Limited Partnership
5900 Landerbrook Drive, Suite 200
Cleveland, Ohio 44124
- D. Arbor Venture Partners II, L.L.C.
130 South First Street
Ann Arbor, Michigan 48104
- E. Blue Chip Capital Fund III Limited Partnership
250 East Fifth Street
Cincinnati, Ohio 45202

AMENDMENT NUMBER ONE TO SECURITY AGREEMENT

This Amendment Number One to Security Agreement (this "*Amendment*") is entered into as of May 13, 2004, by and among Bluespring Software, Inc., a Delaware corporation (the "*Company*"), Blue Chip Capital Fund III Limited Partnership ("*Blue Chip*"), Primus Capital Fund IV Limited Partnership ("*Primus IV*"), Primus Executive Fund Limited Partnership ("*Primus Executive IV*"), Primus Capital Fund V Limited Partnership ("*Primus V*"), Primus Executive Fund V Limited Partnership ("*Primus Executive V*") and Arbor Venture Partners II, L.L.C. ("*Arbor*" and together with Blue Chip, Primus IV, Primus Executive IV, Primus V and Primus Executive V, the "*Secured Parties*"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement (as defined below).

RECITALS

WHEREAS, the Company and the Secured Parties entered into a Security Agreement, dated as February 17, 2004 (the "*Security Agreement*"), to secure the Company's repayment of the Bridge Notes.

WHEREAS, on even date herewith, the Company and each of the Secured Parties is amending and restating, without constituting a novation, each of the respective Bridge Notes to increase the aggregate principal amount of such notes from \$500,000 to \$1,000,000 (the "*Restated Bridge Notes*").

WHEREAS, the parties desire to amend the Security Agreement and enter into this Amendment for the purpose of securing the Company's repayment of the amounts owing pursuant to the Restated Bridge Notes.

AGREEMENTS

NOW THEREFORE, in consideration of the premises and the covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and each Secured Party hereby agrees to amend the Security Agreement as follows:

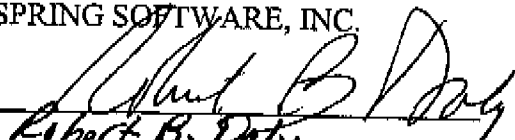
1. The definition of "Bridge Notes" in the preamble of the Security Agreement is hereby amended to mean the Restated Bridge Notes.
2. The Security Agreement is hereby amended in all other respects to give effect to this Amendment. The Security Agreement, as amended hereunder, shall remain in full force and effect and shall constitute the valid and binding obligations of the parties thereto enforceable in accordance with the terms and conditions contained therein. Nothing herein shall be deemed to constitute or shall be construed as a waiver of any rights or remedies granted to the Secured Parties by the Company under the Security Agreement.

3. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart. This Amendment shall in all respects be governed by, and construed and interpreted in accordance with, the internal substantive laws of the State of Ohio without giving effect to the principles of conflict of laws thereof.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have duly executed, or have caused their duly authorized officer or representative to execute, this Amendment Number One to Security Agreement as of the date first above written.

BLUESPRING SOFTWARE, INC.

By: 
Name: Robert B. Dady
Title: President & CEO
Company Tax Id. No.: EIN 31-1506541

BLUE CHIP CAPITAL FUND III LIMITED PARTNERSHIP

By: Blue Chip Venture Company, Ltd.,
its General Partner

By: _____
Name: _____
Title: _____

PRIMUS CAPITAL FUND IV LIMITED PARTNERSHIP

By: Primus Venture Partners IV Limited Partnership, its General Partner

By: Primus Venture Partners IV, Inc.,
its General Partner

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, the parties have duly executed, or have caused their duly authorized officer or representative to execute, this Amendment Number One to Security Agreement as of the date first above written.

BLUESPRING SOFTWARE, INC.

By: _____
Name: _____
Title: _____
Company Tax Id. No.: EIN 31-1506541

BLUE CHIP CAPITAL FUND III LIMITED PARTNERSHIP

By: Blue Chip Venture Company, Ltd.,
its General Partner

By: 
Name: John C. McIlwraith
Title: Managing Director

PRIMUS CAPITAL FUND IV LIMITED PARTNERSHIP

By: Primus Venture Partners IV Limited Partnership, its General Partner

By: Primus Venture Partners IV, Inc.,
its General Partner

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have duly executed, or have caused their duly authorized officer or representative to execute, this Amendment Number One to Security Agreement as of the date first above written.

BLUESPRING SOFTWARE, INC.

By: _____
Name: _____
Title: _____
Company Tax Id. No.: ETN 31-1506541

BLUE CHIP CAPITAL FUND III LIMITED PARTNERSHIP

By: Blue Chip Venture Company, Ltd.,
its General Partner

By: _____
Name: _____
Title: _____

PRIMUS CAPITAL FUND IV LIMITED PARTNERSHIP

By: Primus Venture Partners IV Limited Partnership, its General Partner

By: Primus Venture Partners IV, Inc.,
its General Partner

By: W. C. Mag...
Name: _____
Title: _____