

12-11-03

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Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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102620310

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):

Investor Force, Inc.  
1400 Liberty Ridge Drive, Suite 107  
Wayne, PA 19087

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

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

2. Name and address of receiving party(ies)

Name: Comerica Bank  
Internal  
Address: \_\_\_\_\_

Street Address: 2701 Renaissance Blvd., #150

City: King of Prussia State: PA Zip: 19087

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Bank

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: 11/25/2003

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

A. Trademark Application No.(s) N/A

B. Trademark Registration No.(s) See Exhibit C attached.

Additional number(s) attached  Yes  No

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

Name: Paula T. Bradley, Paralegal

Internal Address: McCausland, Keen & Buckman

Street Address: Radnor Court, Suite 160

259 N. Radnor-Chester Road

City: Radnor State: PA Zip: 19087

6. Total number of applications and registrations involved: .....

**10**

7. Total fee (37 CFR 3.41).....\$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

12/11/2003

01 FC:0521  
02 FC:0522

9. Signature.

Paula T. Bradley, Paralegal  
Name of Person Signing

*Paula T. Bradley*  
Signature

12/09/2003  
Date

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

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

TRADEMARK  
REEL: 002877 FRAME: 0336

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
<u>I. Marks Filed in the United States</u>		
Empowering Institutional Investors	75,917,981	2/10/2000
Investor Force	75,917,982	2/10/2000
IFTV	76,066,357	6/8/2000
Investor Force.com	75,930,805	2/29/2000
Search Exchange	76,034,184	4/25/2000
I On Investments	76,066,356	6/8/2000
The Indispensable Workplace for Institutional Investors World-Wide	76,064,823	6/6/2000
Miscellaneous Swoosh Design	76,065,001	6/7/2000
Investor Force.com and Design	76,065,000	6/7/2000
Investor Force Communication Center	76,066,355	6/8/2000
<u>II. Marks Filed in Canada</u>		
Investor Force	PCT/US01/19290	8/4/2000

**FIRST AMENDMENT TO COMMERCIAL SECURITY AGREEMENT**

This **FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("First Amendment") is made and entered into this 25<sup>th</sup> day of November, 2003, by and between **INVESTOR FORCE, INC.**, a Delaware corporation ("Borrower"), and **COMERICA BANK**, successor by merger to Comerica Bank-California ("Lender").

**WHEREAS**, Borrower and Lender are parties to an Intellectual Property Security Agreement, dated as of July 18, 2002 (as amended, restated and otherwise modified from time to time, the "Existing Security Agreement"); and

**WHEREAS**, Lender and Borrower wish to amend the Existing Security Agreement as set forth herein;

**NOW THEREFORE**, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Exhibit C to the Existing Security Agreement is hereby deleted in its entirety and replaced with Exhibit C attached hereto and made a part hereof.

2. Concurrently with its execution of this First Amendment, and as a condition precedent to Lender's execution of this First Amendment, Borrower shall execute and deliver to Lender the First Amendment to Amended and Restated to Loan and Security Agreement substantially in the form attached hereto as Schedule 1.

3. Borrower acknowledges and agrees that, except as otherwise amended by the terms of this First Amendment, the Existing Security Agreement remains in full force and effect for the benefit of Lender and as security for the Indebtedness (as defined in such Existing Security Agreement).

4. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the undersigned have executed this First Amendment as of the day and year first above written.

**INVESTOR FORCE, INC.**

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

James Matas  
Chief Financial Officer

**COMERICA BANK**

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

Bradley H. Steele  
First Vice President  
Regional Manager

EXHIBIT C

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<u>II. Marks Filed in Canada</u>		
Investor Force	PCT/US01/19290	8/4/2000

Schedule 1

Copy of executed First Amendment to  
Amended and Restated Loan and Security Agreement attached hereto.

FIRST AMENDMENT TO

AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

This **FIRST AMENDMENT TO AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT** ("First Amendment") is made and entered into this 25th day of November, 2003, by and between **INVESTOR FORCE, INC.**, a Delaware corporation ("Borrower"), and **COMERICA BANK** successor by merger to Comerica Bank-California ("Bank").

**WHEREAS**, Borrower and Bank are parties to an Amended and Restated Loan and Security Agreement dated as of July 18, 2002, as amended by a letter agreement dated May 2, 2003 (as further amended, restated and otherwise modified from time to time, the "Agreement"); and

**WHEREAS**, Bank and Borrower wish to amend the Agreement as set forth herein;

**NOW, THEREFORE**, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Notwithstanding anything to the contrary contained in the letter agreement dated May 2, 2003 (the "Letter Agreement"), Bank hereby agrees that the Revolving Facility is reinstated, subject to the terms and conditions of the Agreement, as amended by the terms of this First Amendment.

2. A new subsection (c) is hereby added to Section 2.1 of the Agreement to read in its entirety as follows:

(c) Letters of Credit. Subject to and upon the terms and conditions of this Agreement, at any time and from time to time from the date hereof through the Business Day immediately prior to the Revolving Maturity Date, Bank shall issue for the account of Borrower such Letters of Credit as Borrower may request by delivering to Bank a duly executed letter of credit application on Bank's standard form; provided, however, that the outstanding and undrawn amounts under all such Letters of Credit (i) shall not at any time exceed the Letter of Credit Sublimit and (ii) shall be deemed to constitute Advances for the purpose of calculating availability under the Revolving Facility. Any drawn but unreimbursed amounts under any Letters of Credit shall be charged as Advances against the Revolving Facility. If Borrower has not secured to Bank's satisfaction its obligations with respect to any Letters of Credit by the Revolving Maturity Date, then, effective as of such date, the balance in any deposit accounts held by Bank and the certificates of deposit or time balance in any deposit accounts issued by Bank in Borrower's name (and any interest paid thereon or proceeds thereof, including any amounts payable upon the maturity or liquidation of such certificates or accounts), shall automatically secure such obligations to the extent

of the then continuing or outstanding and undrawn Letters of Credit. Borrower authorizes Bank to hold such balances in pledge and to decline to honor any drafts thereon or any requests by borrower or any other Person to pay or otherwise transfer any part of such balances for so long as the Letters of Credit are outstanding or continue. All Letters of Credit shall be in form and substance acceptable to Bank in its sole discretion and shall be subject to the terms and conditions of Bank's form application and letter of credit agreement. Borrower will pay any standard issuance and other fees that Bank notifies Borrower will be charged for issuing and processing Letters of Credit, including, without limitation, a trade finance fee of 1.50% per annum of the face amount of each Letter of Credit.

3. Section 2.3(a) of the Agreement is hereby amended to read in its entirety as follows:

(a) Interest Rates. Except as set forth in Section 2.3(b), the Advances shall bear interest, on the outstanding daily balance thereof, at a variable rate equal to .50% above the Prime Rate.

4. Section 2.5 of the Agreement is hereby amended to read in its entirety as follows:

2.5 Fees. Upon execution of this First Amendment, Borrower has paid Bank a commitment fee of \$2,500.00, which fee is nonrefundable and fully earned and receipt of which is hereby acknowledged by Bank.

5. The "one hundred twenty (120) day" time period referred to in clause (b) of Section 6.2 of the Agreement is hereby changed to "ninety (90) days."

6. "The Consolidated Group" referred to in Section 6.7 of the Agreement is hereby changed to "The Borrower."

7. Subsection (a) of Section 6.7 of the Agreement is hereby deleted in its entirety.

8. Subsection (b) of Section 6.7 of the Agreement is hereby changed to "On a non-consolidated basis, a balance of cash/cash equivalents of not less \$1,000,000 at all times (excluding certificates of deposit pledged for issued standby letters of credit) to be held at Bank and/or Bank's affiliates and to be tested on a monthly basis.

9. The following terms in Exhibit A to the Agreement are hereby amended or added, as applicable, to read as follows:

"Committed Revolving Line" means a Credit Extension of up to \$500,000.00 (inclusive of any amounts outstanding under the Letter of Credit Sublimit).

"Letter of Credit" means standby letters of credit or similar undertakings issued by Bank at Borrower's request in accordance with Section 2.1(c).

"Letter of Credit Sublimit" means a sublimit under the Committed Revolving Line not to exceed \$500,000.00 for Letters of Credit (inclusive of any Advances outstanding under the Revolving Facility).

"Revolving Maturity Date" means November 23, 2004.

9. Exhibit D to the Agreement is hereby amended to read in its entirety as set forth on Exhibit D attached hereto and made a part hereof and Exhibit E to the Agreement is hereby amended to read in its entirety as set forth on Exhibit E attached hereto and made a part hereof.

10. The Schedule of Exceptions to the Agreement is hereby amended to read in its entirety as set forth on the Schedule of Exceptions attached hereto and made a part hereof.

11. Without limiting the generality of the terms and conditions of the Agreement or this First Amendment, the occurrence of any one or more of the following events shall constitute additional Events of Default under the Agreement:

(a) The failure of Borrower to duly perform or observe any obligation, covenant or agreement set forth in this First Amendment;

(b) Any representation or warranty of Borrower set forth herein is discovered to be materially untrue as of the date of this First Amendment, or any statement, certificate or data furnished by Borrower to the Bank heretofore is discovered to be materially untrue as of the date as of which the facts therein set forth were stated or certified to be true.

12. All of the terms, conditions and covenants, to the extent not expressly inconsistent with those set forth herein, of the Agreement or other Loan Documents are incorporated hereon by reference and shall remain in full force and effect unaffected or unaltered by the terms of this First Amendment. To the extent there is any inconsistency with the terms of this First Amendment and any of the other Loan Documents, the terms of this First Amendment shall control.

13. Borrower hereby represents and warrants that, as of the date hereof:

(a) Borrower has the authority and has taken all action necessary to enter into this First Amendment;

(b) The representations and warranties of Borrower set forth in Section 5 of the Agreement are true and correct as of the date of this First Amendment as if made on the date hereof; and

(c) As of the date of this First Amendment, there does not exist any Event of Default under the Agreement nor does there exist any event which with the passage of time, the giving of notice, or both, would constitute an Event of Default under the Agreement.



14. Except as expressly modified by this First Amendment, the Agreement remains in full force and effect as originally written.

15. Borrower shall promptly pay all other reasonable fees and expenses, including, but not limited to, legal and collateral audit fees (as or if applicable), incurred by Bank in connection with the preparation and execution of this First Amendment; provided, however, that all such fees and expenses shall be capped at \$3,000.00.

16. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the undersigned have executed this First Amendment as of the day and year first above written.

**INVESTOR FORCE, INC.**

By: 

James Matas  
Chief Financial Officer

**COMERICA BANK**

By: 

Bradley H. Steele  
First Vice President/  
Regional Manager

The undersigned, Investor Force Holdings, Inc., surety to the Bank with respect to all obligations of Borrower to the Bank, has read the above First Amendment to Amended and Restated Loan and Security Agreement, understands the terms and conditions thereof and the effect of said First Amendment on Borrower and on itself as surety to the Bank and hereby consents to the execution and delivery of the foregoing First Amendment to Amended and Restated Loan and Security Agreement by Borrower to the Bank and further agrees that its guaranty and suretyship of all obligations of Borrower to the Bank shall remain in full force and effect undiminished by the foregoing First Amendment to Amended and Restated Loan and Security Agreement.

The undersigned further acknowledges, agrees, confirms and certifies that the Unconditional Guaranty to which it is a party remains in full force and effect, enforceable in accordance with its terms and that it has no defenses, set-offs or counterclaims to the Bank's full enforcement of the terms of said agreement.

INVESTOR FORCE HOLDINGS, INC.

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

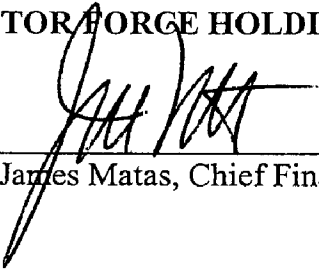
  
James Matas, Chief Financial Officer

EXHIBIT D

BORROWING BASE CERTIFICATE

Borrower: Investor Force, Inc.

Lender: Comerica Bank

Commitment Amount: \$500,000.00

ACCOUNTS RECEIVABLE

- |    |   |          |
|----|---|----------|
| 1. | Accounts Receivable Book Value as of ____ | \$ _____ |
| 2. | Additions (please explain on reverse)     | \$ _____ |
| 3. | TOTAL ACCOUNTS RECEIVABLE                 | \$ _____ |

ACCOUNTS RECEIVABLE DEDUCTIONS (without duplication)

- |     |                                       |          |
|-----|---------------------------------------|----------|
| 4.  | Amounts over 90 days due              | \$ _____ |
| 5.  | Balance of 50% over 90 day accounts   | \$ _____ |
| 6.  | Concentration Limits                  |          |
| 7.  | Foreign Accounts                      | \$ _____ |
| 8.  | Governmental Accounts                 | \$ _____ |
| 9.  | Contra Accounts                       | \$ _____ |
| 10. | Demo Accounts                         | \$ _____ |
| 11. | Intercompany/Employee Accounts        | \$ _____ |
| 12. | Other (please explain on reverse)     | \$ _____ |
| 13. | TOTAL ACCOUNTS RECEIVABLE DEDUCTIONS  | \$ _____ |
| 14. | Eligible Accounts (#3 minus #13)      | \$ _____ |
| 15. | LOAN VALUE OF ACCOUNTS (____% of #14) | \$ _____ |

BALANCES

- |     |  |          |
|-----|--|----------|
| 16. | Maximum Loan Amount                          | \$ _____ |
| 17. | Total Funds Available [Lesser of #16 or #15] | \$ _____ |
| 18. | Present balance owing on Revolving Facility  | \$ _____ |
| 19. | Outstanding under Letter of Credit Sublimit  | \$ _____ |
| 20. | RESERVE POSITION (#17 minus #18 and #19)     | \$ _____ |

*The undersigned represents and warrants that the foregoing is true, complete and correct in all material respects, and that the information reflected in this Borrowing Base Certificate complies with the representations and warranties set forth in the Loan and Security Agreement between the undersigned and Comerica Bank, successor by merger to Comerica Bank—California.*

INVESTOR FORCE, INC.

By: \_\_\_\_\_  
Authorized Signer

EXHIBIT E

COMPLIANCE CERTIFICATE

This compliance certificate is delivered to Comerica Bank ("Bank"), successor by merger to Comerica Bank-California, as successor in interest to Progress Bank, in accordance with the Investor Force, Inc. Amended and Restated Loan and Security Agreement dated July 18, 2002, by and between Investor Force, Inc. ("Borrower") and Bank (as it may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

The undersigned hereby certifies to Bank as follows:

1. As of the date of this certification, except as described in this certification, Borrower has observed, performed and complied with each and every undertaking contained in the Loan Agreement;
2. As of the date of this certification, except as described in this certification, there does not exist any Event of Default or any occurrence or state of affairs which with the giving of notice, passage of time or both would constitute an Event of Default;
3. The information and computations set forth on the attached schedule regarding compliance with the financial covenants set forth in the Loan Agreement, as amended, are accurate and complete.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name and Title:

**Monthly Financial Covenant Calculations**

- The Borrower, on a non-consolidated basis, shall maintain a minimum cash/equivalent balance of no less than \$1million (not including certificates of deposit pledged for issued standby letters of credit) with Comerica Bank and/or its affiliates at all times. This requirement shall be tested and certified monthly starting with the financial reporting dated 11/30/03;

**Financial Reporting Requirements**

- The Consolidated Group's annual unqualified audited financial statements within 90 days of Borrower's fiscal year end;
- Internal monthly financial statements within 30 days of each quarter and month end;
- Monthly Covenant Compliance Certificate with calculations within 30 days of each month end;
- Borrowing Base Certificate, A/R and A/P aging reports within 30 days of each month end; Borrowing Base Certificate and A/R aging report due with each request for advance under the Line;
- The Consolidated Group's annual budget due within 45 days of the start of Borrower's fiscal year end.

## SCHEDULE OF EXCEPTIONS

### Permitted Indebtedness (Exhibit A)

CIT Communications Finance Corporation—Equipment lease number X74750 with an accumulated obligation of \$61,632 as of September 30, 2003

First American Equipment Finance – Equipment lease number 22114 with an accumulated obligation of \$267,570 as of September 30, 2003

### Permitted Investments (Exhibit A)

Loan to Larry Davanzo and interest on such loan accruing at a rate of 5% per annum. Total principal and interest outstanding equal to \$1,070,000 and \$178,513.00, respectively, as of October 31, 2003

### Permitted Liens (Exhibit A)

All liens associated with Permitted Indebtedness as outlined in this Schedule of Exceptions

### Prior Names (Section 5.5)

Plansponsor.com, Inc.

Plan Sponsor Exchange, Inc.

### Litigation (Section 5.6)