

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INXIGHT SOFTWARE, INC.		07/28/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	VANTAGEPOINT VENTURE PARTNERS III (Q), L.P.
Street Address:	1001 BAYHILL DRIVE, SUITE 300
City:	SAN BRUNO
State/Country:	CALIFORNIA
Postal Code:	94066
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	VANTAGEPOINT VENTURE PARTNERS III, L.P.
Street Address:	1001 BAYHILL DRIVE, SUITE 300
City:	SAN BRUNO
State/Country:	CALIFORNIA
Postal Code:	94006
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	VANTAGEPOINT VENTURE PARTNERS IV, L.P.
Street Address:	1001 BAYHILL DRIVE, SUITE 300
City:	SAN BRUNO
State/Country:	CALIFORNIA
Postal Code:	94066
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	VANTAGEPOINT VENTURE PARTNERS IV PRINCIPALS FUND, L.P.
Street Address:	1001 BAYHILL DRIVE, SUITE 300
City:	SAN BRUNO
State/Country:	CALIFORNIA
Postal Code:	94006
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

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Name:	DRESDNER KLEINWORT WASSERSTEIN PARTNERSHIP 2001 LP1
Street Address:	C/O DRESDNER KLEINWORT WASSERSTEIN LTD., 20 FRENCHURCH STREET
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	EC3P 3DB
Entity Type:	LIMITED PARTNERSHIP: UNITED KINGDOM

Name:	REED ELSEVIER VENTURES 2002 PARTNERSHIP L.P.
Street Address:	C/O REED ELSEVIER INC., 125 PARK AVENUE, 23RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	VANTAGEPOINT VENTURE PARTNERS IV (Q), L.P.
Street Address:	1001 BAYHILL DRIVE, SUITE 300
City:	SAN BRUNO
State/Country:	CALIFORNIA
Postal Code:	94006
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	ABS VENTURES VIII L.P.
Street Address:	890 WINTER STREET, SUITE 225
City:	WALTHAM
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	LIMITED PARTNERSHIP: UNKNOWN

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2307393	
Registration Number:	2276365	HYPERBOLIC TREE
Registration Number:	2385877	INXIGHT
Registration Number:	2497567	INXIGHT
Registration Number:	2289434	INXIGHT
Registration Number:	2708492	INXIGHT EUREKA
Registration Number:	2210526	LINGUISTX

Registration Number:	2787945	STAR TREE
Registration Number:	2388071	TABLE LENS
Registration Number:	2649681	THINGFINDER
Registration Number:	2254077	VIZ CONTROLS
Serial Number:	78348330	TIMEWALL

CORRESPONDENCE DATA

Fax Number: (650)493-6811
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (650)496-7543
Email: NBOUCH@WSGR.COM
Correspondent Name: WILSON SONSINI GOODRICH & ROSATI
Address Line 1: 650 PAGE MILL ROAD
Address Line 2: FH 2-1 / P10
Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 15950.039

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: NANCY BOUCH, SENIOR PARALEGAL

Total Attachments: 23
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SECURITY AGREEMENT

This SECURITY AGREEMENT (this "*Agreement*") is made as of July 28, 2004 by and between Inxight Software, Inc., a Delaware corporation (the "*Company*"), and the parties listed on Exhibit A attached to this Agreement (individually a "*Junior Secured Party*" and collectively the "*Junior Secured Parties*").

RECITALS

A. The Junior Secured Parties have advanced funds to the Company in exchange for the issuance to the Junior Secured Parties of certain convertible promissory notes on or about the date hereof and/or as of March 9, 2004, each such note (as amended, in the case of such notes issued as of March 9, 2004) containing substantially identical terms and conditions (the "*Notes*"), evidencing the Company's obligation to repay the Junior Secured Parties' loans of such advanced funds.

B. The parties have agreed that Company's obligations under such Notes will be secured by Company's grant to the Junior Secured Parties of a security interest in and to certain collateral, pursuant to the terms and conditions of this Agreement, which shall be junior to the security interest previously granted by the Company to the Senior Lender under the Senior Loan Agreement (as such terms are defined below).

C. The Company has previously granted a security interest in certain collateral pursuant to its indebtedness (the "*Senior Debt*") under that certain Capitalization and Amended and Restated Loan and Security Agreement (the "*Senior Loan Agreement*") dated as of September 13, 2002, between the Company and Xerox Corporation (Xerox Corporation and its permitted successors and assigns, hereafter referred to as the "*Senior Lender*").

NOW, THEREFORE, the parties hereby agree as follows:

1. SECURITY.

1.1 Grant of Security Interest. Subject to Section 1.4 below, as security for payment and performance of all Indebtedness (as defined below) of the Company to the Junior Secured Parties when and as due, the Company hereby grants to the Junior Secured Parties a security interest in the Collateral (as defined below). For purposes of this Agreement, "*Indebtedness*" means all loans, advances, debts, obligations and liabilities, however arising, of the Company to the Junior Secured Parties of every kind and description, whether now existing or hereafter arising under or pursuant to the Notes and this Agreement and attorneys fees and costs incurred by the Junior Secured Parties in enforcing this Agreement or collecting payment under the Notes or hereunder, in each case whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code and whether or not allowed or allowable as a claim in any such proceeding. Reference to the "Junior Secured Parties" in the remainder of this Agreement shall include the subsequent holders of any of the Notes.

1.2 Collateral Defined. As used in this Agreement, the term "*Collateral*" means, all right, title, interest, claims and demands of the Company in and to the following property, whether now owned or hereafter acquired or arising: all Accounts; all Chattel Paper; all Commercial Tort Claims listed on Schedule B; all Deposit Accounts and cash; all Documents; all Equipment; all General Intangibles; all Goods; all Instruments; all Intellectual Property; all Inventory; all Investment Property; all Letter-of-Credit Rights; all Money; and to the extent not otherwise included, all other personal property of the Company and all Proceeds

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and products of any and all of the foregoing, and all accessions to, substitutions and replacements for, and rents and profits of each of the foregoing.

The term "**Intellectual Property**" means all intellectual and similar property of every kind and nature now owned or hereafter acquired by Company, including inventions, designs, patents (whether registered or unregistered), copyrights (whether registered or unregistered), trademarks (whether registered or unregistered), trade secrets, domain names, confidential or proprietary technical and business information, know-how, methods, processes, drawings, specifications or other data or information and all memoranda, notes and records with respect to any research and development, software and databases and all embodiments or fixations thereof whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

All capitalized terms used in this Section 1.2 and not otherwise defined herein, shall have the respective meanings given to such terms in the Uniform Commercial Code of the State of California as in effect from time to time.

1.3 Financing Statements. So long as any of the Company's Indebtedness to the Junior Secured Parties has not been fully satisfied, the Company will promptly execute and deliver to the Junior Secured Parties such assignments, notices, financing statements or other documents and papers (including, but not limited to, such documents as may be filed with the U.S. Register of Copyrights and the U.S. Patent and Trademark Office in order to evidence the perfection of Junior Secured Parties' rights in Company's patents, registered trademarks, registered copyrights and applications therefore and any proceeds thereof or revenues there from) as the Junior Secured Parties may reasonably require in order to perfect and maintain the security interest in the Collateral granted to the Junior Secured Parties hereby and to give any third party notice of the Junior Secured Parties' interest in the Collateral. The Company will pay to the Junior Secured Parties all expenses incurred by the Junior Secured Parties in filing such assignments, notices, financing statements or other documents or papers (and any continuation statements or amendments thereto). Upon the full and final discharge of all of the Indebtedness, the Junior Secured Parties will execute and deliver, at the Company's expense, such documents as may be reasonably necessary and requested by the Company to release the Collateral from the security interest granted to the Junior Secured Parties in this Agreement.

1.4 Subordination.

(a) **Subordination of Security.** The Junior Secured Parties agree that the security interest of the Junior Secured Parties in the Collateral shall be subordinate to the security interest of the Senior Lender as to the Senior Debt, and that the security interest granted by the Company in favor of the Senior Lender to secure the Senior Debt shall in all respects be senior and superior to any right to the security interest of the Junior Secured Parties in the Collateral, notwithstanding (a) the date, manner or order of perfection of the security interests, (b) the provisions of the Uniform Commercial Code as in effect in the State of California or the State of Delaware, as in effect from time to time, or any other applicable laws or decisions, (c) the provisions of any agreement in effect with the Company or any affiliate thereof, (d) whether the Junior Secured Parties or any agent or bailee thereof holds possession of any part of the Collateral, and (e) the avoidability of any security interest under the federal bankruptcy law of the United States as from time to time in effect. If any Junior Secured Party shall obtain possession of any Collateral, it shall hold such Collateral in trust for the benefit of the Senior Lender in accordance with this Agreement.

(b) **Enforcement Rights.** If an Event of Default (as defined in the Notes) shall have occurred, prior to the exercise of any of its remedies pursuant to the terms of the Notes (an "**Enforcement Action**"), the Junior Secured Parties agree to provide written notice to the Senior Lender, of such Event of Default. Prior to termination of this Agreement and until the Senior Debt shall have been paid in full, should any payment, distribution, or Collateral be received by the Junior Secured Parties with respect to the Notes, or in the event any Junior Secured Party has or obtains possession of any of the Collateral or forecloses upon or enforces its rights upon any portion of the Collateral, whether by an Enforcement Action or otherwise, the Junior Secured Party shall receive and hold the same in trust for the benefit of the Senior Lender and shall forthwith deliver the same to the Senior Lender, in precisely the form received (except for the endorsement or assignment of the Junior Secured Party where necessary) or, if not deliverable in kind, all cash or non-cash proceeds and profits of such Collateral shall be held in trust for the benefit of the Senior Lender and paid over to the Senior Lender, without any deduction or offset, for application to the Senior Debt until such Senior Debt has been paid in full. Any payments or property delivered by the Junior Secured Parties pursuant to the terms of this Section that are not applied to the Senior Debt prior to the termination of this Agreement shall be held in trust for the benefit of the Junior Secured Parties and paid over to the Junior Secured Parties, without any deduction or offset, upon the termination of this Agreement.

(c) **Exclusions.** Nothing in this Agreement shall be deemed to subordinate, waive or restrict (i) the rights of the Junior Secured Parties to convert into equity securities all or part of the Notes in accordance with such Notes and (ii) the performance of the obligations of the Company to issue equity securities to the Junior Secured Parties upon the exercise of such conversion.

1.5 Priority among Investors. As between the Junior Secured Parties, the rights granted hereunder will be held by each of the Junior Secured Parties pro rata in accordance with the then-current amount of unpaid principal and accrued interest under all the Notes and held by each of the Junior Secured Parties, and on a *pari passu* basis of equal seniority and priority. In the event that any Junior Secured Party is identified alone as the creditor or the secured party in any financing statement or similar document intended to perfect a security interest granted under this Agreement, such Junior Secured Party will hold and exercise any rights arising therefrom in trust for the benefit of all Junior Secured Parties on a pro rata, *pari passu* basis as described above. The Junior Secured Parties hereby agree that rights granted under this Agreement will be exercised only in the manner decided by the vote of the Junior Secured Parties holding at least a majority of the aggregate then-outstanding and unpaid principal amount of indebtedness under all of the then-outstanding Notes.

1.6 Termination. When all the Indebtedness has been paid in full and discharged, this Agreement and the security interest granted to the Junior Secured Parties under this Agreement will terminate.

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company represents and warrants to the Junior Secured Parties that:

2.1 Title; No Liens or Claims in Collateral. The Company owns (or in the case of after acquired Collateral, will own) all right, title and interest in and to the Collateral. All of the Collateral is (and until the Notes have been paid in full and all the Indebtedness is fully satisfied will be) free and clear of all liens, security interests, mortgages, claims, rights, encumbrances and restrictions of any kind except for statutory tax liens, the security interest held by the Senior Lender and the security interest granted to the Junior Secured Parties under this Agreement.

2.2 No Bankruptcy. The Company is not subject to any bankruptcy case or insolvency proceedings before any court in any jurisdiction. In the ninety (90) days preceding the date of this Agreement, the Company has not received any threat from any third party to subject the Company to any involuntary bankruptcy or insolvency proceeding.

2.3 Other Collateral Matters. Upon the filing of UCC-1 financing statements in the appropriate filing offices, the Junior Secured Parties have (or in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) a perfected security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing. All Inventory has been (or, in the case of hereafter produced Inventory, will be) produced in compliance with applicable laws, including the Fair Labor Standards Act. All accounts receivable and payment intangibles are genuine and enforceable against the party obligated to pay the same. The originals of all documents evidencing all accounts receivable and payment intangibles of Company and the only original books of account and records of Company relating thereto are, and will continue to be, kept at the chief executive office of Company set forth on Schedule B. The Company does not own any patents, trademarks, copyrights or mask works registered in, or the subject of pending applications in, the Patent and Trademark Office or the Copyright Office or any similar offices or agencies in any other country or any political subdivision thereof, other than those described on Schedule A hereto. All information set forth in Schedules A and B hereto is true and correct.

3. COVENANTS OF THE COMPANY. So long as any of the Company's Indebtedness to the Junior Secured Parties has not been fully satisfied, the Company covenants and agrees with the Junior Secured Parties that:

3.1 Condition of Collateral. The Company will maintain the Collateral in good condition and repair. The Company will perform all reasonable acts that may be necessary to preserve, protect and perfect the lien granted to the Junior Secured Parties in the Collateral and the priority of such lien. The Company will not use or permit any Collateral to be used (i) in violation in any material respect of any applicable law, rule or regulation, or (ii) in violation of any policy of insurance covering the Collateral.

3.2 Taxes. The Company will pay all taxes due and owing by the Company at such time as they become due.

3.3 Insurance. The Company will maintain fire and casualty insurance sufficient in amount (subject to reasonable deductibles) to allow it to replace any of the Collateral that might be damaged or destroyed.

3.4 Changes in Location of Collateral; State of Incorporation, etc. The Company will not move or relocate any or all of the Collateral (except as provided in Section 3.5 below) to any location outside the State of California without giving the Junior Secured Parties written notice of the moving of such Collateral at least twenty (20) days before such Collateral is moved or relocated. Any notice provided by the Company relating to the movement of Collateral shall indicate in detail the description of the Collateral to be moved or relocated and the location and address to which such Collateral is to be moved. The Company shall not, without 30 days' written notice to the Junior Secured Parties, (i) change the Company's name or the Company's state of incorporation or (ii) open any new Deposit Account or securities account.

3.5 Sale of Collateral. The Company will not, without the Junior Secured Parties' prior written consent, which may be withheld in the Junior Secured Parties' sole discretion, sell, lease, assign, transfer or otherwise dispose of the Collateral, any part thereof or any interest therein, or any of the

Company's rights therein, to any person, entity or party other than the Junior Secured Parties, except in the ordinary course of the Company's business and except as required under the Senior Loan Agreement.

3.6 Other Liens. The Company will keep the Collateral free and clear of all liens, security interests, mortgages, claims, rights, encumbrances and restrictions of any kind except for statutory tax liens and those approved in writing by the Junior Secured Parties holding at least a majority of the aggregate then-outstanding and unpaid principal amount of indebtedness under all of the then-outstanding Notes.

3.7 Further Assurances. The Company shall procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings reasonably deemed necessary or appropriate by the Junior Secured Parties to perfect, maintain and protect their lien hereunder and the priority thereof and to deliver promptly to the Junior Secured Parties all originals of Collateral consisting of instruments. The Company shall promptly notify the Junior Secured Parties in writing if Company acquires a Commercial Tort Claim, and to provide a summary description of such claim, and grant to the Junior Secured Parties in writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Junior Secured Parties.

3.8 Intellectual Property. (a) The Company will promptly (and in any event within 5 days) notify the Junior Secured Parties upon the filing, either by the Company or through any agent, employee, licensee or designee, of (i) an application for the registration of any patent or trademark, with the Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, (ii) any assignment of any patent or trademark, which the Company may acquire from a third party, with the Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, or (iii) any assignment of any copyright or mask work, which the Company may acquire from a third party, with the Copyright Office or any similar office or agency in any other country or any political subdivision thereof.

(b) While any Indebtedness remains outstanding, the Company shall not register or cause to be registered with the United States Copyright Office any copyright registrations with respect to any proprietary software of the Company or any other property that is subject to registration with the United States Copyright Office; provided, that the Company may register or cause to be registered such proprietary software or other property of Company with the United States Copyright Office if (i) such copyright registration is made in connection with the enforcement against third parties of the Company's rights with respect to such proprietary software or other property and (ii) the Company provides the Junior Secured Parties five (5) business days prior notice of such copyright registration. While any Indebtedness remains outstanding, the Company shall file or cause to be filed with the United States Copyright Office a copyright application with respect to any major revisions or upgrades to any proprietary software that has previously been registered by the Company with the United States Copyright Office. The Company shall file for such registration within thirty (30) days from such major revision or upgrade and shall notify the Junior Secured Parties in writing five (5) business days prior to such filing.

(c) The Company will take all necessary steps in any proceeding before the Patent and Trademark Office, the Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to diligently prosecute or maintain, as applicable, each application

and registration of the patents, trademarks, copyrights and mask works, including filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.

4. **RIGHTS AND REMEDIES UPON EVENT OF DEFAULT.** Subject to the rights of the Senior Lender as provided under Section 1.4, the following rights and remedies shall apply upon an Event of Default (as that term is defined in the Notes):

4.1 **General Remedies.** In the event of an occurrence of any Event of Default (as that term is defined in the Notes), in addition to exercising any other rights or remedies the Junior Secured Parties may have under the Notes, at law or in equity, or pursuant to the provisions of the California Uniform Commercial Code, the Junior Secured Parties may, at their option, and without demand first made, exercise any one or all of the following rights and remedies: (i) collect the Collateral and its proceeds; (ii) take possession of the Collateral wherever it may be found, using all reasonable means to do so, or require the Company to assemble the Collateral and make it available to the Junior Secured Parties at a place designated by the Junior Secured Parties that is reasonably convenient to the Company; (iii) proceed with the foreclosure of the security interest in the Collateral granted herein and the sale or endorsement and collection of the proceeds of the Collateral in any manner permitted by law or provided for herein; (iv) sell, lease or otherwise dispose of the Collateral at public or private sale, with or without having the Collateral at the place of sale; (v) institute a suit or other action against the Company for recovery on the Notes or to obtain possession or effect a sale of the Collateral; (vi) exercise any rights and remedies of a secured party under the California Uniform Commercial Code; and/or (vii) offset, against any payment due from the Company to the Junior Secured Parties, the whole or any part of any indebtedness of the Junior Secured Parties to the Company.

4.2 **No Election of Remedies.** The election by the Junior Secured Parties of any right or remedy will not prevent the Junior Secured Parties from exercising any other right or remedy against the Company.

4.3 **Proceeds.** If an Event of Default occurs, all proceeds and payments with respect to the Collateral will be retained by the Junior Secured Parties (or if received by the Company will be held in trust and will be forthwith delivered by the Company to the Junior Secured Parties in the original form received, endorsed in blank) and held by the Junior Secured Parties as part of the Collateral or applied by the Junior Secured Parties to the payment of the Indebtedness.

4.4 **Sales of Collateral.** Any item of Collateral may be sold for cash or other value at public or private sale or other disposition and the proceeds thereof collected by or for the Junior Secured Parties as provided in the California Uniform Commercial Code or under other applicable law. The Company agrees to promptly execute and deliver, or promptly cause to be executed and delivered, such instruments, documents, assignments, waivers, certificates and affidavits and supply or cause to be supplied such further information and take such further action as the Junior Secured Parties may reasonably require in connection with any such sale or disposition. The Junior Secured Parties will have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Company, which right or equity is hereby waived or released. If any notice of a proposed sale, lease, license or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale, lease, license or other disposition. The Junior Secured Parties agree to give the Company ten (10) days' prior written notice of any sale, lease, license or other disposition of Collateral (or any part thereof) by the Junior Secured Parties.

4.5 Application of Proceeds. The proceeds of all sales and collections in respect of the Collateral, the application of which is not otherwise specifically herein provided for, will be applied as follows: (i) first, to the payment of the costs and expenses of such sale or sales and collections and the attorneys' fees and out-of-pocket expenses incurred by the Junior Secured Parties relating to costs of collection; (ii) second, any surplus then remaining will be applied first, to the payment of all unpaid interest accrued under the Notes, and then to the payment of unpaid principal under the Notes; and (iii) third, any surplus then remaining will be paid to the Company.

5. GENERAL PROVISIONS.

5.1 Survival of Warranties. The representations, warranties and covenants of the Company and the Junior Secured Parties contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of any of the Junior Secured Parties or the Company, as the case may be.

5.2 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided that the Company may not sell, assign or delegate its rights or obligations hereunder without the prior written consent of the Junior Secured Parties.

5.3 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California, without reference to principles of conflict of laws or choice of laws and, to the extent applicable, by federal law.

5.4 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 one and the same instrument.

5.5 Headings. The headings and captions used in this Agreement are used only for convenience and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs, exhibits and schedules shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits and schedules attached hereto, all of which exhibits and schedules are incorporated herein by this reference.

5.6 Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (i) at the time of personal delivery, if delivery is in person; (ii) one (1) business day after deposit with an express overnight courier for United States deliveries, or two (2) business days after such deposit for deliveries outside of the United States, with proof of delivery from the courier requested; or (iii) three (3) business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries when addressed to the Junior Secured Party to be notified at the address indicated for such party on Exhibit A or, in the case of the Company, at 500 Macara Avenue, Sunnyvale, CA 94085, or at such other address as any party or the Company may designate by giving ten (10) days' advance written notice to all other parties.

5.7 Amendments and Waivers. Any term of this Agreement may be 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 Junior Secured Parties representing at least a majority of the aggregate principal amount of the Notes at the time outstanding.

Any amendment or waiver effected in accordance with this Section shall be binding upon each Junior Secured Party and the Company.

5.8 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

5.9 Further Assurances. From and after the date of this Agreement, upon the request of Junior Secured Parties or the Company, the Company and the Junior Secured Parties shall execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

5.10 Third Party Beneficiary. The Junior Secured Parties each acknowledge and agree that the Senior Lender may rely on Section 1.4 of this Agreement, and that this Agreement is intended to confer on the Senior Lender and its successors and assigns, any rights or remedies under or by reason of such Section 1.4.

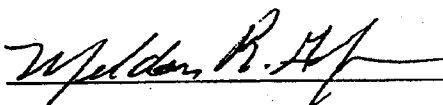
5.11 Nonwaiver. No failure or delay on Junior Secured Parties part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

5.12 Entire Agreement. This Agreement taken together with the Notes constitute and contain the entire agreement of Company and the Junior Secured Parties and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

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

COMPANY:

INXIGHT SOFTWARE, INC.

By: 

Name: Meldon K. Gafner

Title: Chief Executive Officer


Address: 500 Macara Avenue

Sunnyvale, CA 94085


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

SECURED PARTIES:


VantagePoint Venture Partners IV (Q), L.P.
By: VantagePoint Venture Associates IV, L.L.C.,
Its General Partner

By: 
Name: James D. Marver
Title: Managing Member
Address: 1001 Bayhill Drive, Suite 300
San Bruno, CA 94066

VantagePoint Venture Partners III, L.P.
By: VantagePoint Venture Associates III, L.L.C.,
Its General Partner

By: 
Name: James D. Marver
Title: Managing Member
Address: 1001 Bayhill Drive, Suite 300
San Bruno, CA 94066

VantagePoint Venture Partners III (Q), L.P.
By: VantagePoint Venture Associates III, L.L.C.,
Its General Partner

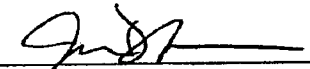
By: 
Name: James D. Marver
Title: Managing Member
Address: 1001 Bayhill Drive, Suite 300
San Bruno, CA 94066

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


SECURED PARTIES:

VantagePoint Venture Partners IV Principals Fund,
L.P.

By: VantagePoint Venture Associates IV, L.L.C.,
Its General Partner

By: 
Name: James D. Marver
Title: Managing Member
Address: 1001 Bayhill Drive, Suite 300
San Bruno, CA 94066


VantagePoint Venture Partners IV, L.P.
By: VantagePoint Venture Associates IV, L.L.C.,
Its General Partner

By: 
Name: James D. Marver
Title: Managing Member
Address: 1001 Bayhill Drive, Suite 300
San Bruno, CA 94066

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

SECURED PARTIES:

**Reed Elsevier Ventures 2002 Partnership L.P.
Acting by its managing general partner
Reed Elsevier Ventures Limited**

By: 
Name: DIANA NOBLE
Title: MANAGING DIRECTOR
Address: _____

Fax No.: _____


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

SECURED PARTIES:

Drescher Kleinwort Wasserstein Limited
Acting as manager for and on behalf of
Drescher Kleinwort Wasserstein Partnership 2001
LP1

U. K. / 1

Authorized Signatory



Authorized Signatory

Address: _____

Facsimile: _____

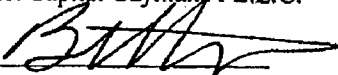
IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTIES:

ABS Ventures VIII L.P.

By: Zolo LLC

By: Calvert Capital Caymans I L.L.C.

By: 

Name: BRUNS GRAYSON

Title: SENIOR MANAGER

Address: 780 Winter Street, Ste. 225
Waltham, MA 02451

Facsimile: 781-250-0341

**SCHEDULE A
TO SECURITY AGREEMENT**

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<u>Description</u>	<u>Registration Date</u>	<u>Registration No.</u>
None.		

PATENTS

<u>Country</u>	<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
United States of America	US - DISPLAYING NODE-LINK STRUCTURE WITH REGION OF GREATER SPACINGS AND PERIPHERAL BRANCHES	08-Apr-1997	5,619,632
European Patent Convention	EP - DISPLAYING NODE-LINK STRUCTURE WITH REGION OF GREATER SPACINGS AND PERIPHERAL BRANCHES	06-Mar-2002	0702331
France	EP - DISPLAYING NODE-LINK STRUCTURE WITH REGION OF GREATER SPACINGS AND PERIPHERAL BRANCHES	06-Mar-2002	0702331
Germany, Federal Republic of	EP - DISPLAYING NODE-LINK STRUCTURE WITH REGION OF GREATER SPACINGS AND PERIPHERAL BRANCHES	06-Mar-2002	69525696.3
United Kingdom	EP - DISPLAYING NODE-LINK STRUCTURE WITH REGION OF GREATER SPACINGS AND PERIPHERAL BRANCHES	06-Mar-2002	0702331

<u>Country</u>	<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
United States of America	US (CPA) PRESENTING NODE-LINK STRUCTURES WITH MODIFICATION	23-Apr-2002	6,377,259
European Patent Convention	EP - LOCAL RELATIVE LAYOUT OF NODE-LINK STURCTURE IN SPACE WITH NEGATIVE CURVATURE	18-Dec-2002	0977155
France	EP - LOCAL RELATIVE LAYOUT OF NODE-LINK STRUCTURES IN SPACE WITH NEGATIVE CURVATURE	18-Dec-2002	0977155
Germany, Federal Republic of	EP - LOCAL RELATIVE LAYOUT OF NODE-LINK STRUCTURES IN SPACE WITH NEGATIVE CURVATURE	18-Dec-2002	69904539.8
United Kingdom	EP - LOCAL RELATIVE LAYOUT OF NODE-LINK STRUCTURES IN SPACE WITH NEGATIVE CURVATURE	18-Dec-2002	0977155
United States of America	US - MAPPING A NODE- LINK STRUCTURE TO A RENDERING SPACE BEGINNING FROM ANY NODE	09-Oct-2001	6,300,957
United States of America	US - CONTROLLING WHICH PART OF DATA DEFINING A NODE-LINK STRUCTURE IS IN MEMORY	25-Nov-2003	6,654,761
United States of America	US (FWC) METHOD AND SYSTEM FOR PRODUCING A TABLE IMAGE SHOWING INDIRECT DATA REPRESENTATIONS	20-May-1997	5,632,009
United States of America	US (DIV) SPREADSHEET IMAGE SHOWING DATA ITEMS AS INDIRECT GRAPHICAL	09-Mar-1999	5,880,742

<u>Country</u>	<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
United States of America	US (CON) METHOD AND SYSTEM FOR PRODUCING A TABLE IMAGE HAVING FOCUS AND CONTEXT	04-Jul- 2000	6,085,202
United States of America	US (DIV) PRODUCING A SINGLE-IMAGE VIEW OF A MULTI-IMAGE TABLE USING GRAPHICAL REPRESENTATIONS OF THE TABLE DATA	16-Mar-1999	5,883,635
European Patent Convention	EP - METHOD AND SYSTEM FOR PRODUCING A TABLE IMAGE HAVING FOCUS AND CONTEXT AREAS SHOWING DIRECT AND INDIRECT DATA REPRESENTATIONS	12-Dec-2001	0644500
France	EP - METHOD AND SYSTEM FOR PRODUCING A TABLE IMAGE HAVING FOCUS AND CONTEXT AREAS SHOWING DIRECT AND INDIRECT DATA REPRESENTATIONS	12-Dec-2001	0644500
Germany, Federal Republic of	EP - METHOD AND SYSTEM FOR PRODUCING A TABLE IMAGE HAVING FOCUS AND CONTEXT AREAS SHOWING DIRECT AND INDIRECT DATA REPRESENTATIONS	12-Dec-2001	69429402.0
United Kingdom	EP - METHOD AND SYSTEM FOR PRODUCING A TABLE IMAGE HAVING FOCUS AND CONTEXT AREAS SHOWING DIRECT AND INDIRECT DATA REPRESENTATIONS	12-Dec-2001	0644500

<u>Country</u>	<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
United States of America	US - INTERACTIVE INTERFACE FOR VISUALIZING AND MANIPULATING MULTI-DIMENSIONAL DATA	30-Sep-2003	6,628,312
United States of America	US (FWC) OPERATING A PROCESSOR TO DISPLAY STRETCHED CONTINUATION OF A WORKSPACE	16-Aug-1994	5,339,390
European Patent Convention	EP - WORKSPACE DISPLAYS	08-July-1998	0447095
France	EP - WORKSPACE DISPLAYS	08-July-1998	0447095
Germany, Federal Republic of	EP - WORKSPACE DISPLAYS	08-July-1998	P69129712.6
United Kingdom	EP - WORKSPACE DISPLAYS	08-July-1998	0447095
Japan	JP - DISPLAY OF A WORKSPACE WITH STRETCHING	02-Nov-2001	3245655
United States of America	US (FWC) DISPLAY OF HIERARCHICAL THREE-DIMENSIONAL STRUCTURES WITH ROTATING SUBSTRUCTURES	15-Mar-1994	5,295,243
European Patent Convention	EP - DISPLAY OF HIERARCHICAL THREE-DIMENSIONAL STRUCTURES	21-Nov-2001	0435601
France	EP - DISPLAY OF HIERARCHICAL THREE-DIMENSIONAL STRUCTURES	21-Nov-2001	0435601
Germany, Federal Republic of	EP - DISPLAY OF HIERARCHICAL THREE-DIMENSIONAL STRUCTURES	21-Nov-2001	69033865.1
United Kingdom	EP - DISPLAY OF HIERARCHICAL THREE-DIMENSIONAL STRUCTURES	21-Nov-2001	0435601

<u>Country</u>	<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
Japan	JP - DISPLAY OF HIERARCHICAL THREE-DIMENSIONAL STRUCTURES WITH ROTATING	26-Jan-2001	3151774
United States of America	US - LAYOUT OF NODE-LINK STRUCTURES IN SPACE WITH NEGATIVE CURVATURE	31-Dec-1996	5,590,250
European Patent Convention	US - LAYOUT OF NODE-LINK STRUCTURES IN SPACE WITH NEGATIVE CURVATURE	05-Dec-2001	0702330
France	EP - LAYOUT OF NODE-LINK STRUCTURE IN SPACE WITH NEGATIVE CURVATURE	05-Dec-2001	0702330
Germany, Federal Republic of	Germany, EP - LAYOUT OF NODE-LINK STRUCTURE IN SPACE WITH NEGATIVE CURVATURE	05-Dec-2001	69524330.6
United Kingdom	EP - LAYOUT OF NODE-LINK STRUCTURE IN SPACE WITH NEGATIVE CURVATURE	05-Dec-2001	0702330
United States of America	US - NODE-LINK DATA DEFINING A GRAPH AND A TREE WITHIN THE GRAPH	22-Aug-2000	6,108,698

PATENT APPLICATIONS

<u>Country</u>	<u>Title</u>	<u>Application Date</u>	<u>Application No.</u>
Japan	JP - METHOD FOR DISPLAYING NODE-LINK STRUCTURE	08-Sept-1995	7-231867
European Patent Convention	EP - PRESENTING NODE-LINK STRUCTURES WITH MODIFICATION	28-Jul-1999	99114264.7
Japan	JP - METHOD OF PRESENTING NODE-LINK REPRESENTATIONS ON A DISPLAY	29-Jul-1999	11-214490

<u>Country</u>	<u>Title</u>	<u>Application Date</u>	<u>Application No.</u>
United States of America	US - LOCAL RELATIVE LAYOUT OF NODE-LINK STRUCTURES IN SPACE WITH	29-Jul-1998	09/124,805
Japan	JP - METHOD OF LAYING OUT A NODE-LINK STRUCTURE IN A SPACE WITH NEGATIVE CURVATURE	29-Jul-1999	11-214491
European Patent Convention	EP - MAPPING A NODE-LINK STRUCTURE TO A RENDERING SPACE BEGINNING FROM ANY NODE	28-Jul-1999	99114263.9
Japan	JP -METHOD OF MAPPING A NODE-LINK STRUCTURE TO A RENDERING SPACE	29-Jul-1999	11-214492
European Patent Convention	EP - CONTROLLING WHICH PART OF DATA DEFINING A NODE-LINK STRUCTURE IS IN MEMORY	28-Jul-1999	99114270.4
Japan	METHOD OF CONTROLLING WHICH PART OF NODE-LINK DATA DEFINING A NODE-LINK STRUCTURE IS IN MEMORY	29-Jul-1999	11-214493
United States of America	US - TREE VISUALIZATION SYSTEM AND METHOD BASED UPON A COMPRESSED HALF-PLANE3 MONTH OA - FINAL MODEL OF HYPERBOLIC GEOMETRY	09-Jul-2001	09/901,414
Japan	JP - NODE-LINK STRUCTURE LAYOUT METHOD AND METHOD OF OPERATING A MACHINE	08-Sep-1995	7-231866
European Patent Convention	EP - NODE-LINK DATA DEFINING A GRAPH AND A TREE WITHIN THE GRAPH	28-Jul-1999	99114261.3
Japan	JP - METHOD OF OBTAINING NODE-LINK DATA	29-Jul-1999	11-214494

<u>Country</u>	<u>Title</u>	<u>Application Date</u>	<u>Application No.</u>
United States of America	US - META-CONTENT ANALYSIS AND ANNOTATION OF EMAIL AND OTHER ELECTRONIC	23-Jan-2001	09/767,810
United States of America	US - METHOD AND APPARATUS FOR DUPLICATE DETECTION	27-Jun-2001	09/893,299
United States of America	US - METHOD AND APPARATUS FOR INCREMENTAL COMPUTATION OF THE ACCURACY OF A CATEGORIZATION-BY-EXAMPLE SYSTEM	27-Jun-2001	09/893,301
United States of America	US - (CIP) METHOD AND APPARATUS FOR AUDITING TRAINING SUPERSETS	24-Oct-2001	10/044,711
United States of America	METHOD FOR LEARNING AND COMBINING GLOBAL AND LOCAL REGULARITIES FOR INFORMATION EXTRACTION AND CLASSIFICATION	26-Jan-2001	09/771,008

TRADEMARKS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>
ARROW (Design)	United States	2,307,393
ARROW (Design)	European Union	2,642,304
HYPERBOLIC TREE	United States	2,276,365
INXIGHT	United States	2,385,877
INXIGHT	United States	2,497,567
INXIGHT (and Design)	United States	2,289,434
INXIGHT EUREKA	United States	2,708,492
LINGUISTX	United States	2,210,526
STAR TREE	United States	2,787,945
TABLE LENS	United States	2,388,071
THINGFINDER	United States	2,649,681

VIZ CONTROLS

United States

2,254,077

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
INXIGHT	European Union	2,641,058
TIMEWALL	European Union	3,578,697
TIMEWALL	United States	78/348,330

MASK WORKS

<u>Description</u>	<u>Registration Date</u>	<u>Registration No.</u>
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None.

SCHEDULE B
TO SECURITY AGREEMENT

COMPANY PROFILE

Three Pages Intentionally Omitted From the PTO Filing