

03-02-2004

3/2/04

FORM PTO-1594  
(Rev 5-93)



EET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks  
102681485

attached original documents or copy thereof.

1. Name of conveying party(ies):

CAPITAL STREAM, INC.

3-2-04

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

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

3. Nature of Conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: February 27, 2003

2. Name and address of receiving party(ies):

Name: COMERICA BANK, successor by merger to  
COMERICA BANK-CALIFORNIA  
Address: 9920 S. LA CIENEGA BLVD., SUITE 1400  
City: INGLEWOOD State: CA Zip: 90031

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a Michigan chartered 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

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

A. Trademark Application No. s)

76/120,422 76/448,629

B. Trademark Registration No.(s)

2,615,991 2,725,111

2,575,121 2,649,949

Additional numbers attached?  Yes  No

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

Name: Erin O'Brien  
Internal Address: GRAY CARY WARE & FREIDENRICH  
4365 Executive Drive, Suite 1100,  
San Diego, CA 92121-2133

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: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Erin O'Brien  
Name of Person Signing

*Erin O'Brien*  
Signature

March 1, 2004  
Date

Total number of pages comprising cover sheet: [ ]

Mail Documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office, Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

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

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TRADEMARK  
REEL: 002920 FRAME: 0469

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of February 27, 2003, by and between COMERICA BANK-CALIFORNIA, successor in interest to Imperial Bank ("Bank") and CAPITAL STREAM, INC., a Delaware corporation, successor in interest to CAPITAL STREAM, INC., a Washington corporation formerly known as SYSTEM 1 SOFTWARE, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Grantor and Bank are parties to that certain Amended and Restated Intellectual Property Security Agreement dated as of September 10, 1999 ("the Original Agreement"). Grantor and Bank wish to amend and restate the terms of the Original Agreement. This Agreement sets forth the terms on which Bank and Borrower shall amend and restate the terms of the Original Agreement, and Grantor will grant to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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 have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

501 North 34<sup>th</sup> Street  
Seattle, WA 98103

Attn: Chief Executive Officer

GRANTOR:

CAPITAL STREAM, INC.

  
By: Kevin Riegelsberger  
Title: President & CEO

BANK:

COMERICA BANK - CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401  
Inglewood, CA 90301

Attn: Manager

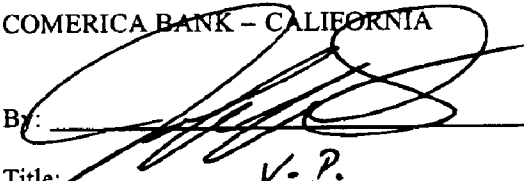
By:   
Title: V.P.

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System 1.2.5	TX5-106-790	11/15/99
System 1 CenterPoint AccessVersion	TX5-109-437	11/15/99
System 1 Select	TX5-089-911	11/15/99
E-Financechannel.com	TXu-927-151	11/15/99
System 1 Centerpoint – SQL version	TX5-112-345	12/13/99
System 1 CenterPoint (Oracle Version)	TX5-112-346	12/13/99

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
On-line financing applications services including funding sources, financing program offerings and vendors/brokers association	09/815,175	03/22/01
On-line financing applications services including financing program offering creation	09/815,185	03/22/01
On-line financing applications services including financing application completion and processing	09/815,073	03/22/01

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EXHIBIT C

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System 1	2,183,352	08/25/98
Capital Stream	75/893,345	01/07/00
Capitalstream	2,719,642	05/27/03
Capitalstream.com	2,737,224	07/15/03
Capitalstream Centerpoint	76/134,869	09/25/00
Capitalstream Advantage	76/134,870	09/25/00
Applynow	76/145,586	10/12/00
Capitalstream Exchange	76/145,587	10/12/00
Financeitnow	2,598,647	07/23/02
(design only)	2,774,500	10/21/03
(design only)	2,630,750	10/08/02
(design only)	2,774,499	10/21/03
Capitalstream (and design)	2,638,680	10/22/02
Capitalstream (and design)	2,774,498	10/21/03
Capitalstream (and design)	2,781,129	11/11/03
Capitalstream	75/893,344	01/07/00
Applynow	2,693,873	03/04/03
Capitalstream Centerpoint	76/134,869	09/25/00
Software.Services.Solutions.	2,615,991	09/03/02
Capital Thinking	2,725,111	06/10/03
Bluewire	76/120,422	08/31/00
(design only)	2,575,121	06/04/02
CapitalThinking	2,649,949	11/12/02
DMS	76/448,629	09/06/02

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RECORDED: 03/02/2004

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