



5304

To the Honorable Commissioner of I

102741980

ed original documents or copy thereof.

1. Name of conveying party(ies): VISIPRISE, 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

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

Name: Silicon Valley Bank
Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

ZIP: 95054

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

Execution Date: April 6, 2004

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

A. Trademark Application No.(s)

B. Trademark No.(s)

2,499,452

2,537,078

2,408,094

Additional numbers attached? Yes No

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

Name: Silicon Valley Bank

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41):

\$2590.00

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

05/07/2004 MGETACHE 00000064 2499452

01 FC:8521 40.00 DP
02 FC:8522 50.00 DP

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.

Maribel Arteaga
Name of Person Signing

Maribel Arteaga
Signature

4/21/04
Date

JE-COMM

Total number of pages including cover sheet, attachments, and document: 7

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

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and VISIPRISE, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 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.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

12725 Morris Rd., Suite 300
Alpharetta, GA 30004

Attn: _____

Visiprise, Inc.

By: William P. Gaudin

Title: CFO - VP

BANK:

Address of Bank:

3353 Peachtree Road, N.E., Suite M-10
Atlanta, GA 30326

Attn: Angela Hart

SILICON VALLEY BANK

By: Angela Hart

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Filing/Issue Date</u>
<p>METHOD AND APPARATUS FOR ASYNCHRONOUS TRANSACTION PROCESSING</p> <p>Gigliotti, et al.</p> <p>In an asynchronous transaction processing method, system and computer program product, a transaction is initiated by a client object when the client object initiates a transaction context and registers with the transaction context as a participant in the transaction.</p>	US 6,138,143	Filed: January 28, 1999 Issued: October 24, 2000
<p>METHOD AND APPARATUS FOR LOAD BALANCING IN A DISTRIBUTED OBJECT ARCHITECTURE</p> <p>Gigliotti, et al.</p> <p>A load balancing system for use in a distributed computing environment. An event publish and subscribe model implements the load balancing system. In the system, at least one client object publishes an event for response by a number of server hosts. A load balancing object monitors the load to the server hosts to determine a balanced distribution for the event.</p>	US 6,393,458	Filed: April 9, 1999 Issued: May 21, 2002

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SFDM® - live Word only IC 009 Computer software for enterprise database management, namely for shop floor, manufacturing execution, resource planning, accounting and human resources data management	2,499,452	October 23, 2001
SFLM® - live Word only IC 009 Computer software for enterprise database management, namely for shop floor, manufacturing execution, resource planning, and accounting data management	2,537,078	February 5, 2002
TRACS™ - live		
PQM™ - live		
GR Force/SCE™- dead		
ICC Industrial Computer Corporation® - live Word only IC 042 Software development for others and computer consultation in the field of enterprise data management systems, namely shop floor, manufacturing execution, resource planning, accounting and human resources data management	2,408,094	November 28, 2000

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date