

5/17/04

05-21-2004

FORM PTO-1594

RE



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

102749940

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

1. Name of conveying party(ies): Examen, 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 27, 2004

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

OFFICE OF PATENT RECORDS  
2004 MAY 17 AM 9:29  
FINANCE SECTION

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

A. Trademark Application No.(s)

78/399,764

78/399,758

78/216,066

B. Trademark No.(s)

2,772,951

2,497,775

2,633,202

2,730,249

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: 7

7. Total fee (37 CFR 3.41): \$190.00

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

05/20/2004 REGISTRATION 00000045 78399764

01 FC:8521 40.00 OP

02 FC:8522 150.00 OP

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

May 5, 2004

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK  
REEL: 002971 FRAME: 0241

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 27, 2004 by and between SILICON VALLEY BANK ("Bank") and Examen, 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: (1) that certain Second Amended and Restated Loan and Security Agreement, dated December 15, 1999 (as amended, restated, supplemented, or otherwise modified from time to time, the "December 1999 Loan Agreement"), between Grantor and Bank; and (2) that certain Loan and Security Agreement, dated as of March 27, 2004 (as amended, restated, supplemented, or otherwise modified from time to time, the "March 2004 Loan Agreement"), between Grantor and Bank (the December 1999 Loan Agreement and the March 2004 Loan Agreement are referred to herein, individually and collectively, as 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 continuing security interests in all of Grantor's right, title and interest in, to and under its Collateral consisting of Intellectual Property (including without limitation those Registered Copyrights, Patents, Trademarks and Mask Works listed on Exhibits 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. Section 8(3) of the Schedule to the March 2004 Loan Agreement is incorporated herein by this reference, *mutatis mutandis*.

The security interests herein are granted in conjunction with the security interests granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interests 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.

[remainder of page intentionally left blank; signature page immediately follows]

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.

Address of Grantor:

3831 North Freeway Blvd., Suite 200  
Sacramento, California 95834

Address of Bank:

3003 Tasman Drive  
Santa Clara, California 95054

GRANTOR:

EXAMEN, INC.

By: *Kipp Johnson*

Title: *CEO*

BANK:

SILICON VALLEY BANK

By: *Tim Malala*

Title: *Senior VP*





EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FACTMINE	78/399,764	4-9-04
STREAM OF THOUGHT	78/399,758	4-9-04
LEGAL PRECISION	2,772,951	10-14-03
LEGALPATH.COM	2,497,775	10-16-01
LEGALPATH	2,633,202	10-08-02
LEGALCHECK	2,730,249	06-24-03
SMARTREVIEW	78/216,066	2-18-03

