

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Egan-Managed Capital II, L.P.
30 Federal Street, Boston, MA 02110

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

Citizenship Delaware (USA)

Execution Date(s) September 26, 2003

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Amendment to Release BancBoston Ventures, Inc.'s Security interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Monetrics, Inc.

Internal Address: _____

Street Address: 900 Cummings Center
Suite 270V

City: Beverly

State: MA

Country: USA Zip: 01915

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware (USA)
- Other _____ Citizenship: _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
76/171,723; 76/259,359; 76/259,646

B. Trademark Registration No (s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Application number(s):

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

Name: Howard M. Gitten
EDWARDS & ANGELL, LLP

Internal Atty. Dkt.: 47904.0014

Street P O. Box 55874

Address:

City: Boston State: MA Zip: 02205

Phone Number: (954) 667-6130

Fax Number: (888) 325-9504

Email Address: hgitten@edwardsangell.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to Deposit Account
- Enclosed

8. Payment Information:

a Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 04-1105

Authorized User Name _____

9. Signature:  December 1, 2004

Signature

Date

Howard M. Gitten
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 11

AMENDMENT NO. 1 TO
AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of September 30, 2002, by and among MONETRICS, INC., a Delaware corporation (together with its successor and assigns, the "Company"), Egan-Managed Capital II, L.P. ("Egan" or the "Lender") and BancBoston Ventures Inc. ("BancBoston") and amends certain provisions of that certain Amended and Restated Intellectual Property Security Agreement, dated as of April 18, 2002, by and among the Company, Egan and BancBoston (the "Security Agreement"). All capitalized terms used in this Amendment but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.

WHEREAS, the Company, Egan and BancBoston previously entered into the Security Agreement pursuant to which the Company granted Egan and BancBoston a security interest in all of the Company's right, title and interest, whether presently existing or hereafter acquired, in to and under the Collateral; and

WHEREAS, the Company, Egan and BancBoston desire to amend the Security Agreement to remove BancBoston as a Lender as defined therein

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. That, the Security Agreement be amended whereby the reference to "Lenders" in the preamble of the Security Agreement is hereby amended to now refer to Egan only and to no longer include BancBoston.
2. That, the Company shall take such further actions as may be reasonably necessary to perfect or continue the perfection of the Lender's interest in the intellectual property.
3. This Amendment shall be binding upon and inure to the benefit of the parties to the Security Agreement, their successors and assigns, heirs, devisees, legates and personal representatives.
4. All other terms and provisions of the Security Agreement not expressly modified by this Amendment shall remain in full force and effect and are hereby expressly ratified and confirmed.
5. This Amendment shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts (without regard to conflict of laws provisions).
6. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one agreement

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to
Intellectual Property Security Agreement under seal as of the date first above written.

MONETRICS, INC.

By: [Signature]
Name: David Larson
Title: President & CEO

BANCOSTON VENTURES INC.

By: _____
Name: _____
Title: _____

EGAN-MANAGED CAPITAL II, L.P.
By: EMC Partners II, L.P., its
General Partner

By: _____
Name: _____
Title: _____

BS199 1312730-2076060.0019

TRADEMARK

REEL: 002985 FRAME: 0667

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Intellectual Property Security Agreement under seal as of the date first above written.

MONETRICS, INC.

By: _____
Name:
Title:

BANCBOSTON VENTURES INC.

By: *[Signature]*
Name: *William Parent*
Title: *Director*

EGAN-MANAGED CAPITAL II, L.P.
By: EMC Partners II, L.P., its
General Partner

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Intellectual Property Security Agreement under seal as of the date first above written.

MONETRICS, INC.

By: _____
Name:
Title:

BANCBOSTON VENTURES INC.

By: _____
Name:
Title:

EGAN-MANAGED CAPITAL II, L.P.
By: EMC Partners II, L.P., its
General Partner

By: Michael H. Shanker
Name:
Title:

BST99 1312750-2.056060.0019

AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 18, 2002 by and among MONETRICS, INC., a Delaware corporation (the "Company") and the Lenders named on the signature page attached hereto (collectively, the "Lenders"), with reference to the following facts:

RECITALS

The Lenders and the Company are parties to that certain Note Purchase Agreement of even date herewith (the "2002 Agreement") and that certain Note and Warrant Purchase Agreement dated as of October 12, 2001 (the "2001 Agreement" and together with the 2002 Agreement, the "Purchase Agreements"). Capitalized terms used herein have the meaning assigned in the Purchase Agreements and the terms of the Purchase Agreements are incorporated herein by reference. Pursuant to the terms of the Purchase Agreements, the Company has granted to the Lenders a security interest in all of the Company's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral.

NOW, THEREFORE, Company agrees as follows:

AGREEMENT

This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement, dated as of October 12, 2001 by and among the Company and the Lenders

To secure performance of its "Obligations" in the Purchase Agreements, the Company grants to the Lenders a security interest in all of the Company's right, title and interest in the Company's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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), subject to any Permitted Liens as defined in the Purchase Agreements.

The Company represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by the Company or licensed to the Company, (ii) listed on Schedule B are all patents and patent applications owned or controlled by the Company or licensed to the Company, and (iii) listed on Schedule C are all of the Company's material works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to the Company on a non-exclusive basis), including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to the Company. The Company shall, within 15 days after the date hereof, apply to register (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Schedules A, B and C hereto. The Company shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional patents, trademarks, software, computer programs and other works of authorship

developed or acquired by the Company from time to time hereafter (including without limitation revisions or additions to the intellectual property rights listed on such Schedules A, B and C). The Company shall from time to time, execute and file such other instruments, and take such further actions as the Lenders may reasonably request from time to time to perfect or continue the perfection of the Lenders' interest in the intellectual property

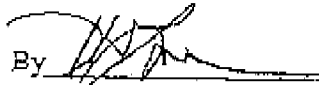
This security interest is granted in conjunction with the security interest granted to the Lenders under the Purchase Agreements. Each right, power and remedy of the Lenders provided for herein shall not preclude the simultaneous or later exercise by the Lenders of any or all other rights, powers or remedies.

[END OF TEXT]

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

COMPANY:

MONETRICS, INC.

By 
Name: DAVID LARSEN
Title: PRESIDENT

Address:
900 Cummings Center, Suite 207V
Beverly, MA 01915
Attn: Chief Executive Officer

LENDERS:

BANCOSTON VENTURES INC.

By _____
Name:
Title:

Address:
175 Federal Street
MABOS 75-10-01
Boston, MA 02110
Fax: (617) 434-1165

EGAN MANAGED CAPITAL II, L.P.
By: EMC Partners II, L.P., its general partners

By: _____
Name: Michael H. Shanahan
Title: Managing Partner

Address:
30 Federal Street
Boston, MA 02110
Fax: (617) 695-2699

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

COMPANY:


MONETRICS, INC.

By _____
Name:
Title:

Address:
900 Cummings Center, Suite 207V
Beverly, MA 01915
Attn: Chief Executive Officer

LENDERS:

BANCBOSTON VENTURES INC.

By: 
Name: William A. Parent
Title: Director

Address:
175 Federal Street
MABOS 75-10-01
Boston, MA 02110
Fax: (617) 434-1165

EGAN MANAGED CAPITAL II, L.P.
By: EMC Partners II, L.P., its general partners

By: _____
Name: Michael H. Shanahan
Title: Managing Partner

Address:
30 Federal Street
Boston, MA 02110
Fax: (617) 695-2699

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

COMPANY:

MONETRICS, INC.

By _____
Name:
Title:

Address:
900 Cummings Center, Suite 207V
Beverly, MA 01915
Attn: Chief Executive Officer

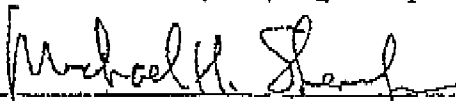
LENDERS:

BANCBOSTON VENTURES INC.

By: _____
Name:
Title:

Address:
175 Federal Street
MABOS 75-10-01
Boston, MA 02110
Fax: (617) 434-1165

EGAN MANAGED CAPITAL II, L.P.
By: EMC Partners II, L.P., its general partners

By: 
Name: Michael H. Shanahan
Title: Managing Partner

Address:
30 Federal Street
Boston, MA 02110
Fax: (617) 695-2699

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MONETRICS	76/171723	November 28, 2000
DECISION ENGINE	76/259359	May 18, 2001
MONETRICS THE SCIENCE OF UNDERWRITING	76/259646	May 18, 2001