

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):  
Bridgespan, Inc.

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

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

2. Name and address of receiving party(ies)  
Name: Hall Stonebriar Two Associates, Ltd  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 6801 Gaylord Parkway, Ste. 100  
City: Frisco State: TX Zip: 75034

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

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_  
 Execution Date: \_\_\_\_\_

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

B. Trademark Registration No.(s) 2479811, 2535916,  
 2595402, 2608246, 2637144  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Paul Sander  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 14755 Preston Road, Suite 600  
 \_\_\_\_\_  
 City: Dallas State: TX Zip: 75254

6. Total number of applications and registrations involved: .....

7. Total fee (37 CFR 3.41)..... \$ 140.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
PAUL SANDER      *Paul Sander*      6/7/04  
 Name of Person Signing      Signature      Date

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

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Mail documents to be recorded with required cover sheet information to:  
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Washington, D.C. 20231

6/14-04

06-16-2004

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

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

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

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Street Address: 6801 Gaylord Parkway, Ste. 100

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City: Dallas State: TX Zip: 75254

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed, Authorized to be charged to deposit account

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9. Signature.

PAUL SANDER Name of Person Signing

Signature

6/7/04 Date

Total number of pages including cover sheet, attachments, and document: 5

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01 FC:8521 40.00 OP 02 FC:8522 100.00 OP

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement is entered into as of June <sup>2<sup>nd</sup></sup>, 2004, by and between HALL STONEBRIAR TWO ASSOCIATES, LTD. ("Lender") and BRIDGESPAN, INC. ("Grantor").

**RECITALS**

A. Lender 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 Amended and Restated Loan and Security Agreement by and between Lender 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).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Lender, 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 Lender and Grantor, Grantor grants and pledges to Lender, 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 Exhibit A 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 and all goodwill associated therewith.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibit A attached hereto set forth any and all intellectual property in which Grantor has an interest. Grantor 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, the intellectual property rights listed on such exhibits. From time to time hereafter, Grantor shall register on an expedited basis such additional intellectual property developed or acquired by Grantor in connection with any product prior to the sale or licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party.

IN WITNESS WHEREOF, the parties have caused 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:

2591 Dallas Parkway, Suite 600  
Frisco, Texas 75009

BRIDGESPAN, INC.

By: 

Title: PRESIDENT

Address of Lender:

6801 Gaylord Parkway, Suite 100  
Frisco, Texas 75034

HALL STONEBRIAR TWO  
ASSOCIATES, LTD.

By: Phoenix/Inwood Corporation

By: A Texas corporation, its general partner

Title: EXECUTIVE VICE PRESIDENT

**EXHIBIT A**  
**COLLATERAL**

**Patents**

<b>Description</b>	<b>Application Number</b>	<b>Filing Date</b>
Real-Estate Transaction Closing System and Method	09/510655	2/22/00
Real-Estate Transaction Closing System and Method	09/706453	11/3/00
Financial Services Automation	10/241218	9/10/02

**Trademarks**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
BRIDGESPAN	2595402	7/16/02
BRIDGESPAN Logo	2535916	2/05/02
WHERE TRUST AND TECHNOLOGY CONNECT	2479811	8/21/01
EMORTGAGEBAXIS	2608246	8/13/02
EMORTGAGE AXIS	2637144	10/15/02