


02/02/2005
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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$		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): Optive Research, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____			2. Name and address of receiving party(ies) Name: <u>LaSalle Bank National Association</u> Internal Address: <u>Suite 950</u> Street Address: <u>One North Brentwood</u> City: <u>St. Louis</u> State: <u>MO</u> Zip: <u>63105</u> <input type="checkbox"/> Individual(e) citizenship _____ <input checked="" type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>01/04/2005</u>			4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76/487,730;</u> <u>76/488,017; 78/425,712; 78/312,210</u> B. Trademark Registration No.(s) _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Christopher J. Hayes, Esq.</u> <u>Daniel A. Crowe</u> Internal Address: <u>Suite 3600</u> <u>Bryan Cave LLP</u> Street Address: <u>211 North Broadway</u> City: <u>St. Louis</u> State: <u>MO</u> Zip: <u>63102-2750</u>			6. Total number of applications and registrations involved: 4		
7. Total fee (37 CFR 3.41)..... \$ <u>115.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account			8. Deposit account number: <u>02-4467</u> <u>Bryan Cave LLP</u>		
DO NOT USE THIS SPACE					
9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Daniel A. Crowe</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>02/02/2005</u> Date </div> </div>					
Total number of pages including cover sheet, attachments, and document: 2					
Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231					

CH \$115.00 024467 76487730

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, OPTIVE RESEARCH, INC. a Delaware Corporation having a principal place of business at 12331-A Riata Trace Parkway, Suite 110, Austin, Texas ("GRANTOR") is the owner of all right, title and interest in, to and under the trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, designs, symbols, marks, emblems, and/or other sources of origin and/or business identifiers, set forth on Schedule A attached hereto, and/or any and all variations or modifications thereof, in the United States and/or any country in the world and as set forth in the Intellectual Property Security Agreement, dated as of January 4, 2005, by and between GRANTOR and LASALLE BANK NATIONAL ASSOCIATION (f/k/a LaSalle National Bank, "GRANTEE") (as may be amended in writing from time to time by the parties thereto, the "IP Security Agreement") (the "Trademarks");

WHEREAS, in accordance with the IP Security Agreement, GRANTOR agrees to assign and grant to GRANTEE a first priority security interest in, and lien upon, all of GRANTOR's right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the IP Security Agreement, GRANTOR hereby assigns and grants to GRANTEE a first priority security interest in, and a lien upon, all of GRANTOR's worldwide right, title and interest in, to and under the Trademarks including, but not limited to, all applications and registrations therefor, all treaty, convention, and common law rights, whether registered or unregistered, any and all goodwill associated therewith, now existing or hereafter acquired, and any and all applications for registration, registrations, recordations, renewals, and/or extensions thereof and/or related thereto, issued by and/or filed with any federal, national, state or local governmental authority or agency of any state, country, or governmental authority, any and all of the goodwill of the business with which the Trademarks are associated, and the right to sue for any past, present and future infringements, misappropriation or dilution of any of said rights and/or property, and to enforce any rights and file any causes of action related thereto (either in law or equity), and to all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto (including, but not limited to, all Proceeds as such term is defined in the IP Security Agreement).

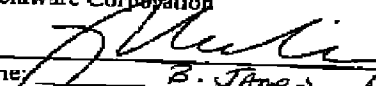
This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the IP Security Agreement) of GRANTOR and shall be effective as of the date of the IP Security Agreement.

This GRANT OF SECURITY INTEREST has been granted in conjunction with the security interest granted to GRANTEE under the IP Security Agreement. The rights and remedies of GRANTEE with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the IP Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the IP Security Agreement, the provisions of the IP Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed and made this Grant of Security Interest effective as of the 4th day of January, 2005.

GRANTOR:

OPTIVE RESEARCH, INC.
a Delaware Corporation

By: 
Name: B. James Rubin
Title: CEO

GRANTEE:

LASALLE BANK NATIONAL ASSOCIATION

By: _____
Name: Tom Harmon
Title: First Vice President

IN WITNESS WHEREOF, the undersigned have executed and made this Grant of Security Interest effective as of the 4th day of January, 2005.

GRANTOR:

OPTIVE RESEARCH, INC.
a Delaware Corporation

By: _____
Name: _____
Title: _____

GRANTEE:

LASALLE BANK NATIONAL ASSOCIATION

By: 
Name: Tom Harmon
Title: First Vice President

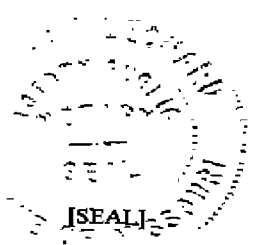
STATE OF MISSOURI)
COUNTY OF St. Louis) ss.

The foregoing instrument was acknowledged before me this 19th day of January, 2005, by B. James Rubin, the CFO of OPTIVE RESEARCH, INC., a Delaware corporation, on behalf of said company.

Darleen Leonard

Notary Public

Name: DARLEEN LEONARD
(typed, printed or stamped) NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES APRIL 11, 2006



My commission expires: April 11, 2006

STATE OF MISSOURI)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of January, 2005, by Tom Harmon, the First Vice President of LASALLE BANK NATIONAL ASSOCIATION, on behalf of said bank.

Notary Public

Name: _____
(typed, printed or stamped)

[SEAL]

My commission expires: _____

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of January, 2005, by _____ the _____ of OPTIVE RESEARCH, INC., a Delaware corporation, on behalf of said company.

Notary Public

Name: _____
(typed, printed or stamped)

[SEAL]

My commission expires: _____

STATE OF MISSOURI)
) ss.
COUNTY OF St. Louis)

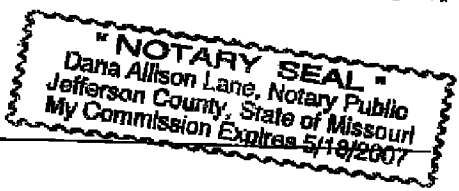
The foregoing instrument was acknowledged before me this 25th day of January, 2005, by Tom Harmon, the First Vice President of LASALLE BANK NATIONAL ASSOCIATION, on behalf of said bank.

Dana Allison Lane
Notary Public

Name: _____
(typed, printed or stamped)

[SEAL]

My commission expires: _____



SCHEDULE A

US TRADEMARKS/SERVICE MARKS

<u>TRADEMARK CLASS(ES)</u>	<u>STATUS SUBSTATUS</u>	<u>APP DATE APP#</u>	<u>REG DATE REG#</u>
OPTIVE 9,42	Pending	2/6/2003	
OPTIVE RESEARCH 9,42	Notice of Allowance	76/487730	
BCUT 9,42	Registered	2/6/2003	11/30/2004
BENCHWARE 9,42	Pending	76/488017	2907055
	Pending	5/26/2004	
	Pending	78/425712	
	Office Action	10/10/2003	
		78/312210	