

09-16-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab settings

102837349

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

1. Name of conveying party(ies):

MindFlow Technologies, Inc.

9-15-04

- 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: JMI Equity Fund IV, L.P.

Internal

Address:

Street Address: 12680 High Bluff Drive

City: San Diego State: CA Zip: 92130

- 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

OFFICE OF PUBLIC RECORDS 2004 SEP 15 PM 2:37 FINANCE SECTION

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: August 26, 2004

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

A. Trademark Application No.(s) 76/432357, 76/107752

B. Trademark Registration No.(s) 2557147, 2520927

Additional number(s) attached Yes No

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

Name: General Counsel

Internal Address:

Street Address: 12680 High Bluff Drive

City: San Diego State: CA Zip: 92130

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-2816 (deficiency only)

DO NOT USE THIS SPACE

9. Signature.

Darren Collins

Name of Person Signing

[Signature]

Signature

September 9 August 2004

Date

16

09/16/2004 BRYNE 00000005 76432357

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

01 FC:0521 02 FC:0522

40.00 UP 75.00 OP

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

TRADEMARK REEL: 003051 FRAME: 0069

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this "**Agreement**") is made as of this 26th day of August, 2004 by and among MindFlow Technologies, Inc. (the "**Grantor**"), the persons or entities that execute a counterpart signature page to this Agreement as lenders (the "**Lenders**") and JMI Equity Fund IV, L.P. ("**JMI**") both individually as a Lender and in its capacity as collateral agent for the Lenders (JMI in its capacity as such agent is referred to herein as the "**Agent**").

Pursuant to the 6% Senior Subordinated Secured Convertible Demand Promissory Notes (the "**Initial Notes**") and the 6% Senior Secured Convertible Demand Promissory Notes (the "**Additional Notes**," and together with the Initial Notes, the "**Notes**") issued pursuant to the Note Purchase Agreement (the "**Note Purchase Agreement**") dated as of April 27, 2004, as amended and restated August 26, 2004, by and among the Grantor and the Lenders, the Lenders have agreed to make certain loans to the Grantor, upon the terms and subject to the conditions set forth therein. It is a condition to the obligation of the Lenders to make such loans to the Grantor under the Note Purchase Agreement that the Grantor shall have executed and delivered this Agreement to the Lenders.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to make loans to the Grantor under the Note Purchase Agreement, the Grantor hereby agrees with the Agent and Lenders as follows:

1. **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance of all of Grantor's Secured Obligations, Grantor has, pursuant to a Security Agreement dated as of the date hereof by and among the Grantor, the Lenders and the Agent (the "**Security Agreement**"), granted to Agent, for benefit and on behalf of Lenders, a security interest in all of Grantor's right, title and interest throughout the world in, to and under the following (all of which shall collectively be called the "**Intellectual Property Collateral**"):

- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design patents, design patent applications, design registrations, design registration applications, and design rights which may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) All inventions, rights to apply for patents, patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same and rights of priority related thereto now existing anywhere in the world or hereafter existing, created, acquired or held, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

- (e) Any trademarks, servicemarks, tradenames, domain names, corporate names, logos and designs, whether registered or not, applications to register and registrations of the same and like protections now existing anywhere in the world or hereafter existing, created, adopted or acquired, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”), but excluding any U.S. Federal trademark or service mark registration application filed under 15 U.S.C. Section 1051(b) until such time as the filing in such application of an amendment under 15 U.S.C. Section 1051(c) to bring the application into conformity with 15 U.S.C. Section 1051(a) or the filing of a verified statement of use under 15 U.S.C. Section 1051(d);
- (f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and
- (h) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the security interest granted herein does not extend to, and the term “Intellectual Property Collateral” does not include, any license or contract rights to the extent (i) the granting of a security interest therein would be contrary to applicable law, or (ii) that such rights are non-assignable by their terms (but only to the extent the prohibition is enforceable under applicable law) without the consent of the licensor or other party (but only to the extent such consent has not been obtained); provided that upon the termination or lapsing of any such prohibition, such property shall automatically be part of the Intellectual Property Collateral.

2. **Authorization and Request.** Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks, and their counterparts in countries other than the United States, record this Agreement.

3. **Representations and Warranties.** Grantor represents, warrants, covenants and agrees as follows:

- (a) Grantor has good title to all of the Intellectual Property Collateral, free and clear of all liens, security interests and adverse interests, in favor of any person or entity other than the Lenders. Grantor owns or has valid right to use the Intellectual Property Collateral being used to conduct its business as now operated and as now proposed to be operated; and the conduct of its business as now operated and now proposed to be operated does not and will not conflict with valid intellectual property rights of others.
- (b) The Intellectual Property Collateral identified in the exhibits attached to this Agreement constitutes all of the intellectual property being used by Grantor to conduct its business as now operated and constitutes all of the intellectual property that Grantor reasonably believes is necessary to conduct its business as now proposed to be operated.

4. **Counterparts.** This Agreement may be executed in two or more counterparts, including counterparts transmitted by facsimile, each of which shall be deemed an original but all of which together shall constitute the same instrument. Any additional Purchaser under the Note Purchase Agreement may become a party to this Agreement as a Lender hereunder by executing a counterpart signature pages hereto.

5. **Governing Law.** It is the intention of the parties that the internal laws, and not the laws of conflicts, of the State of Texas should govern the enforceability and validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties pursuant to the relationships among them contemplated herein, whether or not such rights and duties arise directly under this Agreement. Grantor accepts for itself and in connection with its properties, unconditionally, the non-exclusive jurisdiction of any state or federal court of competent jurisdiction in the State of Texas in any action, suit, or proceeding of any kind, against it which arises out of or by reason of this assignment.

6. **Entire Agreement.** This Agreement together with the Notes, the Note Purchase Agreement and the Security Agreement constitute the entire agreement between the parties and supersede all prior agreements and understandings between the Grantor, the Agent and the Lenders relating to the subject matter thereof; provided, however, in the event of any inconsistency or conflict between the terms of this Agreement and the Security Agreement, the Security Agreement shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

6504 International Parkway
Suite 2400
Plano, Texas 75093

With a copy to

Patton Boggs LLP
2001 Ross Avenue, Suite 3000
Dallas, TX 75201
Tel: (214) 750-1500
Fax: (214) 750-1550
Attn: Thomas R. Nelson

GRANTOR:

MINDFLOW TECHNOLOGIES, INC.

By: Jay P. Reddy
Name: **JAY P. REDDY**
Title: **PRESIDENT**

Address of Agent:

12680 High Bluff Drive
Suite 200
San Diego, CA 92130

with a copy to:
Testa, Hurwitz & Thibault, LLP
125 High Street
Boston, MA 02110
Attn: Mark H. Burnett

AGENT:

JMI EQUITY FUND IV, L.P., as agent for the Lenders

By: JMI Associates IV, L.L.C.
its General Partner

By: _____
Name:
Title: Manager Member

Address of Lenders:

12680 High Bluff Drive
Suite 200
San Diego, CA 92130

with a copy to:
Testa, Hurwitz & Thibault, LLP
125 High Street
Boston, MA 02110
Attn: Mark H. Burnett

LENDERS:

JMI EQUITY FUND IV, L.P.

By: JMI Associates IV, L.L.C.
its General Partner

By: _____
Name:
Title: Manager Member

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

6504 International Parkway
Suite 2400
Plano, Texas 75093

With a copy to:

Patton Boggs LLP
2001 Ross Avenue, Suite 3000
Dallas, TX 75201
Tel: (214) 758-1500
Fax: (214) 758-1550
Attn: Thomas R. Nelson

GRANTOR:

MINDFLOW TECHNOLOGIES, INC.

By: _____
Name:
Title:

Address of Agent:

12680 High Bluff Drive
Suite 200
San Diego, CA 92130

with a copy to:
Testa, Hurwitz & Thibault, LLP
125 High Street
Boston, MA 02110
Attn: Mark H. Burnett

AGENT:

JMI EQUITY FUND IV, L.P., as agent for the Lenders

By: ~~JMI Associates IV, L.L.C.
its General Partner~~

By: _____
Name: PETER ARROWSMITH
Title: Manager Member

Address of Lenders:

12680 High Bluff Drive
Suite 200
San Diego, CA 92130

with a copy to:
Testa, Hurwitz & Thibault, LLP
125 High Street
Boston, MA 02110
Attn: Mark H. Burnett

LENDERS:

JMI EQUITY FUND IV, L.P.

By: ~~JMI Associates IV, L.L.C.
its General Partner~~

By: _____
Name: PETER ARROWSMITH
Title: Manager Member

12680 High Bluff Drive
Suite 200
San Diego, CA 92130

JMI EQUITY FUND IV (AD), L.P.

By: JMI Associates IV, L.L.C.
its General Partner

with a copy to:
Testa, Hurwitz & Thibault, LLP
125 High Street
Boston, MA 02110
Attn: Mark H. Burnett

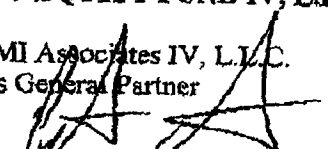
By: 
Name: PETER ARROWSMITH
Title: Manager Member

12680 High Bluff Drive
Suite 200
San Diego, CA 92130

JMI EURO EQUITY FUND IV, L.P.

By: JMI Associates IV, L.L.C.
its General Partner

with a copy to
Testa, Hurwitz & Thibault, LLP
125 High Street
Boston, MA 02110
Attn: Mark H. Burnett

By: 
Name: PETER ARROWSMITH
Title: Manager Member

12680 High Bluff Drive
Suite 200
San Diego, CA 92130

JMI EQUITY SIDE FUND, L.P.

By: JMI Side Associates, L.L.C.
its General Partner

with a copy to
Testa, Hurwitz & Thibault, LLP
125 High Street
Boston, MA 02110
Attn: Mark H. Burnett

By: 
Name: PETER ARROWSMITH
Title: Manager Member

6801 N. Capital of Texas Highway
Building 2, Suite 225
Austin, TX 78731

TRITON VENTURE PARTNERS, L.P.

By: Triton Venture Management, L.P.
its General Partner

with a copy to:
Testa, Hurwitz & Thibault, LLP
125 High Street
Boston, MA 02110
Attn: Mark H. Burnett

By: Triton Ventures, L.L.C.
its Manager

By: _____
Name:
Title: Manager Member

[SIGNATURE PAGE TO THE MINDFLOW TECHNOLOGIES, INC.
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]

021765.0100:293623

12680 High Bluff Drive
Suite 200
San Diego, CA 92130

JMI EQUITY FUND IV (AI), L.P.

By: JMI Associates IV, L.L.C.
its General Partner

with a copy to:
Testa, Hurwitz & Thibault, LLP
125 High Street
Boston, MA 02110
Attn: Mark H. Burnett

By: _____
Name:
Title: Manager Member

12680 High Bluff Drive
Suite 200
San Diego, CA 92130

JMI EURO EQUITY FUND IV, L.P.

By: JMI Associates IV, L.L.C.
its General Partner

with a copy to:
Testa, Hurwitz & Thibault, LLP
125 High Street
Boston, MA 02110
Attn: Mark H. Burnett

By: _____
Name:
Title: Manager Member

12680 High Bluff Drive
Suite 200
San Diego, CA 92130

JMI EQUITY SIDE FUND, L.P.

By: JMI Side Associates, L.L.C.
its General Partner

with a copy to:
Testa, Hurwitz & Thibault, LLP
125 High Street
Boston, MA 02110
Attn: Mark H. Burnett

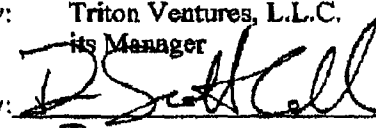
By: _____
Name:
Title: Manager Member

6801 N. Capital of Texas Highway
Building 2, Suite 225
Austin, TX 78731

TRITON VENTURE PARTNERS, L.P.

By: Triton Venture Management, L.P.
its General Partner

with a copy to:
Testa, Hurwitz & Thibault, LLP
125 High Street
Boston, MA 02110
Attn: Mark H. Burnett

By: Triton Ventures, L.L.C.
its Manager
By: 
Name: D. Scott Collier
Title: Manager Member

[SIGNATURE PAGE TO THE MINDFLOW TECHNOLOGIES, INC.
A AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]

021765.0100:293623

1520 Spruce Street #500
Philadelphia, PA 19102

V. V. Rao

Upender Rao

with a copy to:
Testa, Hurwitz & Thibault, LLP
125 High Street
Boston, MA 02110
Attn: Mark H. Burnett

Ashtosh Roy

with a copy to
Testa, Hurwitz & Thibault, LLP
125 High Street
Boston, MA 02110
Attn: Mark H. Burnett

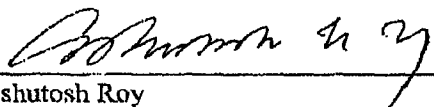
[SIGNATURE PAGE TO THE MINDFLOW TECHNOLOGIES, INC.
[REMOVED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]

021765.0100:293623

1520 Spruce Street #500
Philadelphia, PA 19102

Upender Rao

with a copy to:
Testa, Hurwitz & Thibault, LLP
125 High Street
Boston, MA 02110
Attn: Mark F. Burnett



Ashutosh Roy

with a copy to:
Testa, Hurwitz & Thibault, LLP
125 High Street
Boston, MA 02110
Attn: Mark F. Burnett

EXHIBITA
COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>FIRST DATE OF PUBLIC CREATION</u>	<u>DISTRIBUTION</u>
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SCHEDULE C - UNREGISTERED COPYRIGHTS (WHERE NO COPYRIGHT APPLICATION IS PENDING)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM GRANTOR)</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF GRANTOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR)</u>
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EXHIBIT B

PATENTS

PATENT DESCRIPTION	DOCKET NO.	COUNTRY	SERIAL NO.	FILING DATE	STATUS
Mindflow Process	066258.0106	USA	09/371711	08/09/1999	Issued
Document Archive	066258.0107	USA	09/371712	08/09/1999	Issued
Knowledge Warehouse	066258.0108	USA	09/371145	08/09/1999	Issued
Supply Allocation Decisions	066258.0112	USA	09/659020	09/08/2000	Pending

EXHIBIT C

TRADEMARKS

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Mindflow	European	1929728	001929728	Registered
Mindflow	USA	76/039746	2557147	Registered
Mindflow Sourcing Suite	USA	76/432357		Pending
Procuremind	European	1561075	1561075	Registered
Procuremind	USA	75/827988	2520927	Registered
Smartsourcing Desktop	USA	76/107752		Allowed

EXHIBITD

MASK WORKS

MASK WORK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS

Exhibit of Registration and Applications

Applications

Registrations

76/432357

2557147

76/107752

2520927