

12-27-2004

FORM PTO-1594

RE

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

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

Patent and Trademark Office



102910909

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

1. Name of conveying party(ies): Sela2, 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: 9/30/04

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

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

A. Trademark Application No.(s)

B. Trademark No.(s)
 2,795,123 2,415,054
 2,729,491
 2,150,290
 2,691,292
 2,150,291
 2,409,829

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

12/27/2004 ECDOPER 00000083 2795123

01 FC:0521 40.00 OP
 02 FC:0522 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.

Trisha Sedillo
Name of Person Signing
Marilyn Beth Lozano

Trisha Sedillo
Signature

12/15/04

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK
REEL: 003096 FRAME: 0666

DEC 23 PM 1:21
OPR/FINANCE

12-23-04

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 30, 2004 by and between SILICON VALLEY BANK ("Bank") and SELA2, 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 that certain Loan and Security Agreement by and between Bank and Grantor 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). 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 and Patents 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 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 Schedules A, B and C 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


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.

GRANTOR:

Address of Grantor:

SELA2, INC.

Sela2, Inc.
201 Littleton Road
Morris Plains, New Jersey 07950
Attn: Chuck Warczakowski, CFO


By: 
Name:
Title:

BANK:

Address of Bank:

SILICON VALLEY BANK

Silicon Valley Bank
5 Radnor Corporate Center
Number 555
100 Matsonford Road
Radnor, Pennsylvania 19087
Attn: Kathleen W. Coviello, Vice President

By: 
Name: Kathleen W. Coviello
Title: Vice President

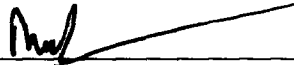
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GRANTOR:

Address of Grantor:

SELA2, INC.

Sela2, Inc.
201 Littleton Road
Morris Plains, New Jersey 07950
Attn: Chuck Warczakowski, CFO

By: 
Name: **MOISH TOV**
Title: **PRES. AND CEO**

BANK:

Address of Bank:

SILICON VALLEY BANK

Silicon Valley Bank
5 Radnor Corporate Center
Number 555
100 Matsonford Road
Radnor, Pennsylvania 19087
Attn: Kathleen W. Coviello, Vice President

By: _____
Name:
Title:

EXHIBIT A

Copyrights

Title of Work	Form of Work	Nature of the Work	Registration No.	Registration Date
Skila Solution Wheel, Large	Visual Art	Graphical Design	VAu 456-393	16-Mar -1999
Skila Solution Wheel – Small	Visual Art	Graphical Design	VAu 456-394	16-Mar -1999

EXHIBIT B

Patents

NONE

EXHIBIT C

Trademarks

Mark	Country	Class	Registration No.	Registration Date
INTELLIBASE	United States	42	2,795,123	16-Dec-2003
INTELLIGRATION	United States	42	2,729,491	24-Jun-2003
NEWSGATE	United States	9	2,150,290	14-Apr-1998
REAL TIME KNOWLEDGE	United States	42	2,691,292	25-Feb-2003
SKILA	United States	9	2,150,291	14-Apr-1998
SKILA	Japan	9, 35 & 42	4484142	22-Jun-2001
SKILA	European Union	9, 16 & 42	001239078	21-Jan-2002
SKOUT	United States	9	2,409,829	05-Dec-2000
THE ONE COMPLETE PICTURE OF THE HEALTHCARE MARKET	United States	42	2,415,054	26-Dec-2000