

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):**

Internet Commerce Corporation

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

Citizenship: DE

Execution Date(s): 3/16/05

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other First Amendment Security Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies):**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Silicon Valley Bank

Internal Address: \_\_\_\_\_

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country: US Zip: 95054

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other: Chartered Bank

Citizenship: \_\_\_\_\_  
Citizenship: \_\_\_\_\_  
Citizenship: \_\_\_\_\_  
Citizenship: \_\_\_\_\_  
Citizenship: CA  
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(s):**

A. Trademark Application No.(s):

76/105,853

B. Trademark Registration No.(s):

2,232,853    2,514,754

Additional sheet(s) attached?  Yes  No

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

Name: Christopher E. Kondracki

Address: 2001 Jefferson Davis Highway

Suite 1007

Arlington, Virginia 22202

Phone Number: (703) 415-1555

Fax Number: (703) 415-1557

Email Address: \_\_\_\_\_

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

3

**7. Total Fee (37 CFR 2.6(b)(6) & 3.41):**

\$ 90.00

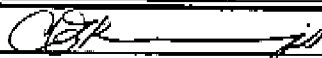
- Authorized to be charged by credit card
- Authorized to be charged by Deposit Account
- Fees Enclosed

**8. Payment Information:**

Deposit Account Number: 19-3545

Authorized User Name: Christopher E. Kondracki

**9. Signature:**

  
Signature

Christopher E. Kondracki  
Name of Person Signing

May 4, 2005  
Date

Total number of pages including cover sheet, attachments, and documents: 4

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**FIRST AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is made as of the 16 day of MAY, 2005 by and between **Internet Commerce Corporation**, a Delaware corporation, having its principal place of business at 6801 Governors Lake Parkway, Suite 110, Norcross, Georgia 30071 (the "Grantor"), and **Silicon Valley Bank**, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 (the "Lender") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

**WITNESSETH:**

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of May 30, 2003, and filed with the United States Patent and Trademark Office in reel/frame 2667/0713 (as amended of record, hereinafter, the "IP Agreement") in favor of the Lender, pursuant to which the Grantor pledged, assigned and granted a security interest in favor of the Lender in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Lender.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Definitions.** All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. **Amendment to Exhibit C.** Exhibit C to the Security Agreement is hereby amended by adding thereto, the Trademarks set forth on Exhibit A, annexed hereto and incorporated herein by reference.
3. **Miscellaneous:**
  - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
  - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
  - c. As required by the IP Agreement, the Grantor shall reimburse the Lender for the reasonable legal fees and expenses incurred in connection with the preparation of this Amendment.

N WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their c hereto affixed as of the date first above written.

"Grantor"

INTERNET COMMERCE CORPORATION

By: [Signature]

Name: Glen Shipley

Title: CFO

"Lender"

SILICON VALLEY BANK

By: [Signature]

Name: JOHN K. PECK

Title: VICE PRESIDENT

**Exhibit A**

<b>TRADEMARK DESCRIPTION</b>	<b>DOCKET NO.</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>ISSUED</b>	<b>STATUS</b>
EDI Mapping Factory		US	2,232,853		
XML Magic		US	2,514,754		
E-Commerce Made Easy 884233.1		US	76/105,853		