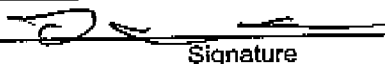


RECORDATION FORM COVER SHEET TRADEMARKS ONLY	
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
<div>1. Name of conveying party(ies): imForwards, Inc.</div> <div><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____</div> <div>Citizenship (see guidelines) _____</div> <div>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>	<div>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</div> <div>Name: <u>CrossHill Georgetown Capital, L.P.</u> Internal _____ Address: _____ Street Address: <u>1000 Wilson Boulevard, Suite 1850</u> City: <u>Arlington</u> State: <u>VA</u> Country: <u>USA</u> Zip: <u>22209</u></div> <div><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input checked="" type="checkbox"/> Limited Partnership Citizenship <u>Delaware</u> <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</div> <div>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</div>
<div>3. Nature of conveyance )/Execution Date(s) : Execution Date(s) <u>May 12, 2005</u></div> <div><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</div>	
<div>4. Application number(s) or registration number(s) and identification or description of the Trademark.</div> <div>A. Trademark Application No.(s) <u>78/504,752</u></div> <div>B. Trademark Registration No.(s) _____</div> <div>Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____ _____	
<div>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</div> <div>Name: <u>Darren Collins</u> Internal Address: _____ Street Address: <u>2001 Ross Ave Suite 3000</u> City: <u>Dallas</u> State: <u>Texas</u> Zip: <u>75201</u> Phone Number: <u>214-758-1500</u> Fax Number: <u>214-758-1550</u> Email Address: <u>dcollins@pattonboggs.com</u></div>	<div>6. Total number of applications and registrations involved: <div>1</div></div> <div>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$ <u>40.00</u></div> <div><input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</div> <div>8. Payment Information:</div> <div>a. Credit Card Last 4 Numbers _____ Expiration Date _____</div> <div>b. Deposit Account Number <u>50-2816</u> Authorized User Name <u>Darren Collins</u></div>
<div>9. Signature:  _____ May 2005 Signature Date _____ Name of Person Signing</div> <div>Total number of pages including cover sheet, attachments, and document: <div>13</div></div>	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 602816 78504752

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (this "*Agreement*") is entered into effective as of May 12, 2005 by imForwards, Inc., a Delaware corporation ("*Debtor*"), in favor of CrossHill Georgetown Capital, L.P., a Delaware limited partnership (the "*Secured Party*").

In consideration of Secured Party's provision of financing to Debtor pursuant to that certain Note Purchase and Security Agreement between Debtor and the Secured Party dated as of May 12, 2005 (as the same may be amended, modified or supplemented from time to time, the "*Note Purchase and Security Agreement*"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and the Secured Party agree as follows:

1. Security Interest in Intellectual Property. To secure its obligations under the Note Purchase and Security Agreement, including Secured Obligations (including the Note) (both as defined therein) (collectively, the "*Obligations*"), Debtor hereby grants and pledges to Secured Party a security interest in all of Debtor's intellectual property (including without limitation those copyrights, patents, trademarks and service marks and applications therefor listed on Exhibits 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 (collectively, the "*Intellectual Property Collateral*").

2. Restrictions on Future Licenses. Without the Secured Party's prior written consent, Debtor shall not enter into, or become bound by, any license, assignment or similar agreement with respect to the Intellectual Property Collateral that is reasonably likely to have a material impact on Debtor's business or financial condition, except for non-exclusive licenses entered into in the ordinary course of business.

3. New Intellectual Property. Debtor represents and warrants that the copyrights, patents and trademarks and service marks (and applications therefor) listed on Schedules A, B, and C, respectively, constitute all of the copyrights, patents, trademarks, service marks and applications now owned by Debtor. If, before Debtor's Obligations shall have been satisfied in full, Debtor shall (a) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (b) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any existing patent or any improvement on any existing patent, the provisions of this Agreement shall automatically apply thereto and Debtor shall give the Secured Party prompt written notice thereof. Debtor hereby authorizes the Secured Party, as attorney in fact, to file or refile this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, Library of Congress.

4. Certain Remedies. If an Event of Default (as such term is defined in the Note Purchase and Security Agreement) shall have occurred and be continuing, the Secured Party may exercise in respect of the Intellectual Property Collateral, in addition to all other rights and remedies provided for herein or otherwise available to the Secured Party, all the rights and remedies of a secured party on default under the Uniform Commercial Code as in effect on the

date of this Agreement in the State of Delaware, as amended from time to time (the “UCC”) (whether or not the UCC applies to the affected Intellectual Property Collateral), and also may, upon prior written notice to Debtor, sell, assign or license, subject to then effective license agreements, at public or private sale or otherwise realize upon for cash, on credit or for future delivery, and at such price or prices and upon such other terms as are commercially reasonable, the whole or from time to time any part of the Intellectual Property Collateral, and after deducting from the proceeds of sale or other disposition of the Intellectual Property Collateral all expenses (including all reasonable expenses for brokers’ fees and legal services), apply the amount of such proceeds toward the payment of the Obligations of Debtor. The Secured Party will return any excess proceeds to Debtor and Debtor shall remain liable to the Secured Party for any deficiency. The Secured Party’s rights and remedies under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Secured Party may have.

5. Further Assurances. Debtor will execute and deliver to the Secured Party from time to time such supplemental assignments or other instruments, including but not by way of limitation, assignments to be filed with the United States Patent and Trademark Office, as the Secured Party may require for the purpose of confirming the Secured Party’s interests in the Intellectual Property Collateral.

6. Term. This Agreement and the security interests granted in this Agreement (including any assignments to the Secured Party) shall continue and be in full force and effect until the earlier of (a) the expiration of each of the respective copyrights, patents, trademarks, service marks and licenses assigned under this Agreement or (b) the Obligations of Debtor have been paid in full in cash or until the cancellation of the Note, at which time they shall terminate.

7. Waivers. No course of dealing between Debtor and the Secured Party nor any failure to exercise nor any delay in exercising, on the part of the Secured Party, any right, power or privilege under this Agreement or under the Note shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

9. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by all of the parties to this Agreement.

10. Binding Effect; Benefits. This Agreement shall be binding upon Debtor and its respective successors and assigns, and shall inure to the benefit of the Secured Party, its successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the local laws of the State of Delaware, excluding conflict of law principles that would cause the application of laws of any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the Debtor has executed this Intellectual Property Security Agreement for the benefit of the Secured Party.

**DEBTOR:**

imForwards, Inc.

By: 

Name: Robert J Abraham

Title: President + CEO

Address of Debtor:

255 Exchange Place  
Herndon, VA 20170

**AGREED:**

**SECURED PARTY:**

**CrossHill Georgetown Capital, L.P.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Debtor has executed this Intellectual Property Security Agreement for the benefit of the Secured Party.

**DEBTOR:**

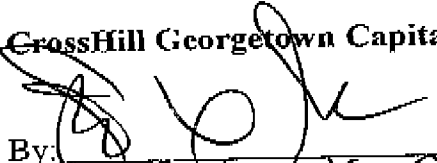
**imForwards, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Debtor:  
  
255 Exchange Place  
Herndon, VA 20170

**AGREED:**

**SECURED PARTY:**

**CrossHill Georgetown Capital, L.P.**  
  
By: \_\_\_\_\_  
Name: Stephen X. GRAHAM  
Title: Principal

**EXHIBIT A**

**Copyrights**

No copyright applications have been filed with the U.S. Copyright Office.

**EXHIBIT B****Patents and Patent Applications**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Attorney Ref. No.</u>
"Apparatus and Method for Providing a Unified Messaging Integration Tool."	No. 10/043,889	January 11, 2002	Tom 3752-9221US01
"Method and System for Presence aware, User Defined Agent-based Message and Information Content Delivery for Desktop and Wireless Communications Systems."	No. 60/620,662	October 22, 2004	Tom 3752-9311PV01



**EXHIBIT C**

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Attorney Ref. No.</u>	<u>Status</u>
"MESSAGE_ME NOW."	No. 78504752	October 22, 2004	-	Pending