05-05-2005



'ARTMENT OF COMMERCE

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(1. Name of conveying party(les): Relevant Point, Inc. formerly known as Ezula, Inc. Association	OMB Collection 0651-0027 (exp. 6/30/2005) RECORDA1	Patent and Trad
1. Name of conveying party(les): Relevant Point, Inc. formerly known as Ezula, Inc. Individual(s)	TRAD.	102995934
Relevant Point, Inc. formerly known as Ezula, Inc. Additional names, addresses, or citizenship attached? Name: Bridge Bank, National Association internal Address: Corporation- State: California Citizenship (see guidelines) Additional names of conveying parties attached? Country: USA Association Country: USA Country: USA Association Citizenship Corporation Citizenship Corporation Citizenship Corporation Citizenship Corporation Citizenship Corporation Citizenship Corporation Citizenship Additional Association of Citizenship Corporation Citizenship Internal Address: Additional Association Citizenship Corporation Citizenship Addressipate is not domiciled in the United States, a dorepresentative designation is attached: (Pesignations must be a separate document from at attached: Addressipate is not domiciled in the United States, a dorepresentative designation is attached: Addressipation is attached: Addres	To the Director of the U. S. Patent and Trademark Office:	Please record the attached documents or the new address(e
Individual(s)	1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
Individual(s)		Additional names, addresses, or citizenship attached?
Individual(s)	Tolliery Known as 22ala, ins.	Name: Bridge Bank, National Association
General Partnership Limited Partnership Street Address: 2120 El Camino Real City: Santa Clara State: California Citizenship (see guidelines) Country: USA Zip: 95050 Association Citizenship General Partnership Citizenship General Partnership Citizenship General Partnership Citizenship General Partnership Citizenship Corporation	Association	
Corporation- State: California City: Santa Clara State: California City: Santa Clara State: California City: Santa Clara State: California Country: USA Country: USA Zip: 95050 Association Citizenship General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Corporation Citizenship Limited Partnership Citizenship Corporation Citizenship It assignee is not domiciled in the United States, a down representative designation is attached: Yes (Designations must be a separate document from at Active designation nor description of the Trademark (Separation No.(s) 7. Total feation or description of the Trademark (Separation No.(s) State: California Particulous Account Numbers Country: USA Zip: 95050 Association Country: USA Association City: Santa Clara State: California City: Santa Clara State: California Country: USA Zip: 95050 Active Name Country: USA		
Citizenship (see guidelines) Additional names of conveying parties attached?	· ·	Street Address. 2120 Et Cartillo Real
Citizenship (see guidelines)		City: Santa Clara
Additional names of conveying parties attached?		State: California
3. Nature of conveyance //Execution Date(s): Execution Date(s) April 6, 2005 Assignment Assignment Other Other Other A. Application number(s) or registration number(s) and identification or description of the Trademark Application No.(s) 75 933380 78 594886 C. Identification or Description of Trademark(s) (and Filing Date if Applications or Registration Number is unk 5. Name & address of party to whom correspondence concerning document should be mailed: Name: Bridge Bank. National Association Internal Address: Street Address: 2120 El Camino Real City: Santa Clara State: California Zip: 95050 Phone Number: 408 423 8510 Email Address: General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship I sasignee is not domiciled in the United States, a dor representative designation is attached: Option of parts and representative designation is attached: Option of the Trademark Information is attached: Option of the Trademark Information is attached: Option of the Trademark Information: Additional Association No.(s) 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.0 Authorized to be charged by credit card Authorized to be charged to deposit account Information: a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number Authorized User Name	_	Country: USA Zip: 95050
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Assignment	Execution Date(s) April 6, 2005	
✓ Security Agreement Change of Name If assignee is not domiciled in the United States, a dor representative designation is attached: Yes ✓ Other (Designations must be a separate document from at the presentative designation is attached: Yes ✓ Application number(s) or registration number(s) and identification or description of the Trademark Application No.(s) B. Trademark Registration No.(s) 75 933380 Additional sheet(s) attached? Yes C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unk 5. Name & address of party to whom correspondence concerning document should be mailed: Additional sheet(s) attached? Yes Name: Bridge Bank. National Association Total number of applications and registrations involved: Total number of applications and registrations involved: Street Address: 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.0 Street Address: 2120 El.Camino Real Authorized to be charged to deposit accommodate ac	Assignment Merger	
Other	Security Agreement Change of Name	1
4. Application number(s) or registration number(s) and identification or description of the Trademark A. Trademark Application No.(s) 75 933380 78 594866 B. Trademark Registration No.(s) 2702150, 2690756, 2643916, 2693115 Additional sheet(s) attached? Yes C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unk 5. Name & address of party to whom correspondence concerning document should be mailed: Name: Bridge Bank. National Association Internal Address: T. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00 Authorized to be charged by credit card Authorized to be charged to deposit accord to be charged to deposit accord. City: Santa Clara State: Callifornia Phone Number: 408 423 8510 Email Address: Authorized User Name		representative designation is attached: Yes
concerning document should be mailed: Name: Bridge Bank. National Association Internal Address:	***************************************	Additional sheet(s) attached? Yes
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City: Santa Clara State: California Phone Number: 408 556 8300 Fax Number: 408 423 8510 Email Address: Enclosed 8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number Authorized User Name		
City: Santa Clara State: California Phone Number: 408 556 8300 Fax Number: 408 423 8510 Email Address: State: California Zip: 95050 a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number Authorized User Name	Street Address: 2120 Fl Camino Real	<u></u>
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Fax Number: 408 423 8510 Email Address: Authorized User Name	·	
Fax Number: 408 423 8510 Email Address: Authorized User Name	City: Santa Clara	8. Payment Information:
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Email Address:Additinized Oser Name	State: California Zip: 95050 Phone Number: 408 556 8300	8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date
	State: <u>California</u> Zip: <u>95050</u> Phone Number: <u>408 556 8300</u> Fax Number: <u>408 423 8510</u>	a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number
Signature Date	State: California Zip: 95050 Phone Number: 408 556 8300 Fax Number: 408 423 8510 Email Address: 9. Signature:	b. Deposit Account Number

Richelle Rosales Medina 125, 00 Parme of Person Signing 01 FC:8521 02 FC:8522 sheet, attachments, and document: 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

Total number of pages including cover

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 6, 2005 (the "Agreement"), between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and Relevant Point, Inc., ("Grantor") is made with reference to the Business Financing Agreement, dated as of April 6, 2005 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B:
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
 - (f) design rights;
- (g) claims for damages by way of past, present and future infringement 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;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

1

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

RELEVANT POINT, INC.

By:____ Name:__ Title: ___

Address for Notices:

Attn:

1550 Bryant Street, Suite 975 San Francisco, CA 94103

Tel: (415) 558-7777 Fax: (415) 558-7784 LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

Name: Kerin Wals L
Title: VP

Address for Notices: Attn: Mike Field 2120 El Camino Real

Santa Clara, CA 95050 Tel: (408) 556-6501 Fax:(408) 423-8510

2

EXHIBIT A

COPYRIGHTS

Description

Registration/

Registration/

Application

Application

Number

Date

3

TRADEMARK REEL: 003156 FRAME: 0345

EXHIBIT B

TRADEMARKS

Description	Registration/ Application	Registration/ Application
	Number	Date
Ezula / Wordmark	75933380	3/02/2000
Ezula / Wordmark	2702150	04/01/2003
Ezula / Wordmark	2690756	12/03/2003
Contextpro / Workmark	2643916	10/29/2002
Toptext	2693115	03/04/2003
Relevant Point / Wordmark	78594866	03/24/2005

EXHIBIT C

PATENTS

Description

Registration/Application

Number

Registration/

Application

Date

Dynamic document context mark-up

Dynamic document context mark-up

20020107735

20020120505

02/08/2002

08/29/2002

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TRADEMARK
REEL: 003156 FRAME: 0347