

10/27/05

11-08-2005

FORM PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 05/31/2002)

RECORDATION FORM  
TRADEMARK



103116111

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies): <b>iSky, Inc.</b>		2. Name and address of receiving party(ies): Name: <b>Silicon Valley Bank</b> Internal Address: <b>HA155</b>	
<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 <input type="checkbox"/> Other		Street Address: <b>3003 Tasman Drive</b>	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		City: <b>Santa Clara</b>	State: <b>CA</b>
3. Nature of conveyance:		ZIP: <b>95054</b>	
<input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		<input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State-Delaware <input type="checkbox"/> Other	
Execution Date: <b>November 30, 2004</b>		If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

A. Trademark Application No.(s)	B. Trademark No.(s)
<b>76/022,335</b>	<b>2,568,964 2,867,366</b>
<b>75/846,176</b>	<b>2,568,965 2,572,269</b>
<b>75/831,924</b>	<b>2,572,262</b>
<b>76/410,902</b>	<b>2,895,993</b>
<b>76/410,903</b>	<b>2,420,889</b>
<b>76/410,900</b>	<b>1,509,535</b>

Additional numbers attached?  Yes  No

OFFICE OF PUBLIC RECORDS  
2005 NOV -3 PM 3:08  
FINANCIAL SECTION

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <b>Silicon Valley Bank</b> Internal Address: <b>Loan Documentation HA155</b> Street Address: <b>3003 Tasman Dr.</b> City: <b>Santa Clara</b> State: <b>Ca</b> ZIP: <b>95054</b>		6. Total number of applications and registrations involved: <b>14</b>	
		7. Total fee (37 CFR 3.41): <b>\$365</b> <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)	

11/04/2005 DBYRME 00000022 76022335

01 FC:8521 40.00 DP  
02 FC:8522 325.00 DP

DO NOT USE THIS SPACE

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.

*John R. Ross*  
Name of Person Signing

*John R. Ross*  
Signature

*10/27/2005*  
Date

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

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 30, 2004 by and between SILICON VALLEY BANK ("Bank") and ISKY, 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, Patents, and Mask Works 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 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.

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

236047V1 SVB/ISKY, INC. (IP Sec Ag)  
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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:

6100 Frost Place  
Laurel, MD 20707

ISKY, INC.

By:   
Name: Michael Burton  
Title: COO/CEO

**BANK:**

Address of Bank:

3353 Peachtree Road, N.E., Suite M-10  
Attn: William L. Yang  
Atlanta, Georgia 30326

SILICON VALLEY BANK

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

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:

6100 Frost Place  
Laurel, MD 20707

ISKY, INC.

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

**BANK:**

Address of Bank:

3353 Peachtree Road, N.E., Suite M-10  
Attn: William L. Yang  
Atlanta, Georgia 30326

SILICON VALLEY BANK

By: William R. Yang  
Name WILLIAM L. YANG  
Title VICE PRESIDENT

Exhibit "A" attached to that certain Addendum to Intellectual Property Security Agreement.

EXHIBIT "A"  
COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
Skycare	Txu1045835	9/21/02

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>DESCRIPTION</u>	<u>CREATION</u>	<u>DISTRIBUTION FROM ASSIGNOR</u>	<u>ASSIGNOR</u>
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**EXHIBIT B**

Patents

NONE

**EXHIBIT C**

Trademarks

Country	Trademark	Status	App #	Filing Date	Reg #	Reg Date
BRAZIL	ISKY	Pending	822642700	14-Apr-2000		
BRAZIL	ISKY & Design	Pending	822642719	14-Apr-2000		
CANADA	CUSTOMER LOYALTY MANAGEMENT LIFECYCLE	To Be Abandoned	1,058,142	09-May-2000		
CANADA	ISKY	Registered	1,047,358	18-Feb-2000	TMA 594,475	12-Nov-2003
CANADA	ISKY & Design	Registered	1,047,359	18-Feb-2000	TMA 593,905	05-Nov-2003
CANADA	REAL-TIME CUSTOMER CARE	Registered	1,059,281	17-May-2000	TMA 594,283	07-Nov-2003
CANADA	REAL-TIME CUSTOMER CARE POWERED BY ISKY & Bell Design	Registered	1,059,280	17-May-2000	TMA 594,232	06-Nov-2003
EUR. COMM.	ISKY	Registered	1541390	24-Feb-2000	1541390	10-Oct-2001
EUR. COMM.	ISKY & Design	Registered	1541432	24-Feb-2000	1541432	29-Nov-2001
EUR. COMM.	REAL-TIME CUSTOMER CARE POWERED BY ISKY & Bell Design	Registered	1792050	26-Jul-2000	1,792,050	14-Jun-2002
MEXICO	ISKY	Registered	411,475	17-Feb-2000	690,702	24-Mar-2001
MEXICO	ISKY & Design	Pending	521,653	05-Dec-2001		
MEXICO	ISKY & Design	Pending	521,654	05-Dec-2001		
MEXICO	ISKY & Design	Registered	411,474	04-Apr-2000	787,826	24-Apr-2003
US	CUSTOMER CARE MEANS BUSINESS	Notice Of Allowance Issued	76/022,335	10-Apr-2000		
US	CUSTOMER LOYALTY MANAGEMENT LIFECYCLE	Notice Of Allowance Issued	75/846,176	10-Nov-1999		
US	ISKY	Registered	75/825,713	18-Oct-1999	2,568,964	14-May-2002
US	ISKY & Design	Registered	75/825,716	18-Oct-1999	2,568,965	14-May-2002
US	ISKY & Design (Color)	Office Action Issued	75/831,924	26-Oct-1999		
US	REAL-TIME CUSTOMER CARE	Registered	75/825,715	18-Oct-1999	2,572,262	21-May-2002
US	REAL-TIME CUSTOMER CARE POWERED BY ISKY & Bell Design	Registered	75/915,317	01-Feb-2000	2,895,993	19-Oct-2004

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Country	Trademark	Status	Appl#	Filing Date	Reg#	Reg Date
US	SKY ALLAND	To Be Abandoned	75/766,566	02-Aug-1999	2,420,889	16-Jan-2001
US	SKY ALLAND RESEARCH	To Be Abandoned	73/711,784	17-Feb-1988	1,509,535	18-Oct-1988
US	SKYCARE	Notice of Allowance Issued	76/410,902	15-May-2002		
US	SKYCRM	Registered	76/410,901	15-May-2002	2,867,366	27-Jul-2004
US	SKYMINE	Notice Of Allowance Issued	76/410,903	15-May-2002		
US	SKYQUEST	Pending	76/410,900	15-May-2002		
US	THE CUSTOMER LOYALTY MANAGEMENT COMPANY	Registered	75/848,711	15-Nov-1999	2,572,269	21-May-2002