

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROFITsystems Acquisition Company		07/31/2006	CORPORATION: COLORADO
PROFITsystems, Inc.		07/31/2006	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Gladstone Capital Corporation		
Street Address:	1521 Westbranch Road		
Internal Address:	Suite 200		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3097909	PROFITSYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(650)849-7400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6508435381		
Email:	dsanchezbentz@cooley.com		
Correspondent Name:	Diana Sanchez Bentz		
Address Line 1:	Cooley Godward LLP, 5 Palo Alto Square		
Address Line 2:	3000 El Camino Real		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	300475-183		
NAME OF SUBMITTER:	Diana Sanchez Bentz		

CH \$40.00 3097909

Signature:	/dsb4232/
Date:	08/15/2006
Total Attachments: 7 source=Gladstone - Profitsystems IPSA#page1.tif source=Gladstone - Profitsystems IPSA#page2.tif source=Gladstone - Profitsystems IPSA#page3.tif source=Gladstone - Profitsystems IPSA#page4.tif source=Gladstone - Profitsystems IPSA#page5.tif source=Gladstone - Profitsystems IPSA#page6.tif source=Gladstone - Profitsystems IPSA#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 31, 2006 by and between PROFITSYSTEMS ACQUISITION COMPANY, a Colorado corporation (the "*Initial Seller*") which will be merged with and into PROFITsystems, Inc., a Colorado corporation (the "*Target*"; the Target and Initial Seller are referred to herein as the "*Seller*"), and GLADSTONE CAPITAL CORPORATION, a Maryland corporation (the "*Buyer*").

RECITALS

A. Buyer has agreed to purchase certain securities (the "*Investment*") from Seller pursuant to that certain Securities Purchase Agreement by and between Buyer and Seller dated of even date herewith (as the same may be amended, modified or supplemented from time to time the "*Securities Purchase Agreement*"). Capitalized terms used herein are used as defined in the Securities Purchase Agreement.

B. Buyer is willing to purchase such securities from Seller, but only upon the condition, among others, that Seller shall grant to Buyer security interests in Seller's Intellectual Property to secure the Obligations.

C. Pursuant to the terms of the Security Agreement entered into by Seller on the date hereof (the "*Security Agreement*"), Seller has granted to Buyer a security interest in all of Seller's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, including without limitation, the Intellectual Property.

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 the Obligations, Seller hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Seller grants and pledges to Buyer a security interest in all of Seller's right, title and interest in, to and under its Intellectual Property (including without limitation those registered 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.

The security interests granted herein are granted in conjunction with the security interests granted to Buyer under the Security Agreement. The rights and remedies of Buyer with respect to the security interests granted hereby are in addition to those set forth in the Security Agreement and the other Investment Documents, and those which are now or hereafter available to Buyer as a matter of law or equity. Each right, power and remedy of Buyer provided for herein or in the Security Agreement or any of the Investment 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 Buyer of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Investment Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Buyer, of any or all other rights, powers or remedies.

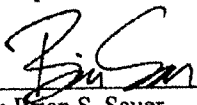
Seller represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property rights in connection to which it has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, other than any Intellectual Property which was abandoned prior to the Closing Date.

Seller hereby acknowledges and agrees that Buyer may, from time to time and without notice to Seller, amend Exhibits A, B and C hereto to reflect changes in Seller's right, title and interest in, to and under any copyrights, patents and trademarks; *provided* that Seller acknowledges and agrees that Buyer's failure to so amend such Exhibits shall not limit or impair Buyer's security interest in any Intellectual Property.

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.

SELLER:

**PROFITSYSTEMS ACQUISITION COMPANY, a
Colorado corporation**

By: 
Name: Brian S. Sauer
Title: Vice President and Secretary

BUYER:

**GLADSTONE CAPITAL CORPORATION,
a Maryland corporation**

By: _____
Name: John Freal
Title: Managing Director
Address: 1521 Westbranch Road
Suite 200
McLean, VA 22102

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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.


SELLER:

**PROFITSYSTEMS ACQUISITION COMPANY, a
Colorado corporation**

By: _____
Name: _____
Title: _____

BUYER:

**GLADSTONE CAPITAL CORPORATION,
a Maryland corporation**

By:  _____
Name: John Freal
Title: Managing Director
Address: 1521 Westbranch Road
Suite 200
McLean, VA 22102

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A
COPYRIGHTS

No.	Title	Copyright Number	Registration Date	Author/Claimant
1.	PROFITsystem: version 9.0	TXu-967-133	08/24/00	PROFITsystems, Inc.

EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
1.	PROFITSYSTEMS	78/642183	06/02/05	----	----	Pending	PROFITsystems, Inc.