



# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") dated as of December 26, 2006 (as defined in the Loan Agreement) is between **SILICON VALLEY BANK** ("Bank") and **PEOPLEANSWERS, INC.**, a Texas corporation ("Grantor").

## RECITALS

- A. Bank will make advances to Grantor ("Loans") as described in that certain Loan and Security Agreement dated as of even date herewith (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.
- B. Bank's agreement to make such advances is subject to, among other things, Grantor's granting to Bank a security interest in Grantor's copyrights, trademarks, patents, and mask works and other intellectual property (the "Intellectual Property Collateral").
- C. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

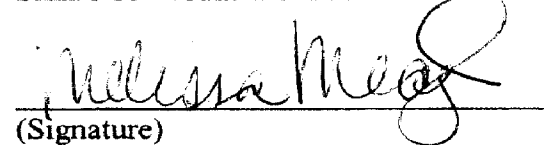
## AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (including, but not limited to, the copyrights, trademarks, patents, and mask works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

**BANK:**

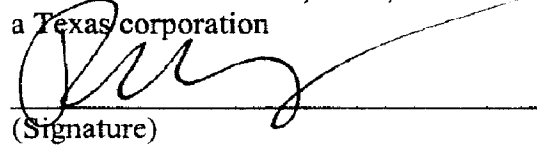
**SILICON VALLEY BANK**

  
(Signature)

Relationship Manager  
(Title)

**GRANTOR:**

**PEOPLEANSWERS, INC.,**  
a Texas corporation

  
(Signature)

Gabriel Goncalves, President & C.E.O.  
(Title)

EXHIBIT A

Copyrights

<u>Description</u>	Registration/Application <u>Number</u>	Registration/Application <u>Date</u>
n/a	n/a	n/a



EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
n/a	n/a	n/a



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
PEOPLEANSWERS	78/173688	Oct-7-03
BEHAVIORAL DNA	78/135373	Jul-18-03

*b*

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
n/a	n/a	n/a

