

11-05-2001



11-5-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

101893271 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Internosis, Inc. 4301 N. Fairfax Drive, Suite 650 Arlington, VA 22203

2. Name and address of receiving party(ies) Name: Silicon Valley Bank Internal Address: Street Address: 11600 Sunrise Valley Dr. #400 City: Reston State: VA Zip: 20190

3. Nature of conveyance: [X] Other Intellectual Property Security Agreement Execution Date: October 26, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75,895,478 75/915,386 B. Trademark No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Diana R. Sanchez Internal Address: Cooley Godward LLP 5 Palo Alto Square Street Address: 3000 El Camino Real City: Palo Alto State: CA Zip: 94306

6. Total number of applications and trademarks involved: 2 7. Total fee (37 CFR 3.41) \$ 65.00 [X] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: 30-3115

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. Diana R. Sanchez Signature November 2, 2001 Date

11/05/2001 DBYRNE 00000091 75895478 Total number of pages including cover sheet, attachments, and documents: 49.00 25.00 Documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 02 FC:482 196991 v1/HN 47ZZ01!.DOC

TRADEMARK REEL: 002393 FRAME: 0433

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 26, 2001 by and between SILICON VALLEY BANK ("Bank") and INTERNOSIS, 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 dated October 26, 2001 (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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 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.

This Agreement and the Schedules attached hereto may be modified from time to time by a writing executed by both parties hereto; *provided, however*, Bank may make such modifications it deems necessary without Grantor's signature pursuant to Section 9.2 of the Loan Agreement.

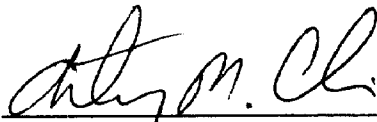
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

INTERNOSIS, INC.

4301 N. Fairfax Drive  
Suite 650  
Arlington, VA 22203  
Attn: Robert F. Stalick  
Chief Executive Officer

By:   
\_\_\_\_\_  
Anthony M. Corbi  
Chief Financial Officer

BANK:

Address of Bank:

SILICON VALLEY BANK

11600 Sunrise Valley Drive  
Suite 400  
Reston, VA 20190

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

Attn: \_\_\_\_\_

This Agreement and the Schedules attached hereto may be modified from time to time by a writing executed by both parties hereto; *provided, however*, Bank may make such modifications it deems necessary without Grantor's signature pursuant to Section 9.2 of the Loan Agreement.

IN WITNESS WHEREOF, the parties have cause 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:

INTERNOSIS, INC.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Attn: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

11600 Sunrise Valley Drive  
Suite 400  
Reston, VA 20190

By: *Michael D. Seifried*  
Title: Senior Vice President

Attn: *Mike D. Seifried*

**EXHIBIT A**

**COPYRIGHTS**

<b><u>DESCRIPTION</u></b>	<b><u>REGISTRATION/ APPLICATION NUMBER</u></b>	<b><u>REGISTRATION/ APPLICATION DATE</u></b>
Technology Change Management Focus	VAU 501-111	Filed 8/11/00

**EXHIBIT B**

**PATENTS**

**DESCRIPTION**

**REGISTRATION/  
APPLICATION NUMBER**

**REGISTRATION/  
APPLICATION DATE**

None

**EXHIBIT C**  
**TRADEMARKS**

<b><u>DESCRIPTION</u></b>	<b><u>REGISTRATION/ APPLICATION NUMBER</u></b>	<b><u>REGISTRATION/ APPLICATION DATE</u></b>
Internosis & Design	Serial No. 75/895,478	Filed 1/14/00
Internosis	Serial No. 75/915,386	Filed 2/2/00

**EXHIBIT D**

**MASK WORKS**

**DESCRIPTION**

**REGISTRATION/  
APPLICATION NUMBER**

**REGISTRATION/  
APPLICATION DATE**

None



TRADEMARKS

Mark Title	Application Number	Registration Number	Filing Date	Owner of Record	Assignment History
Internosis & Design	75/895,478		1/14/00		
Internosis	75/915,386		2/2/00		