	TO-1594 RECORDATION FOR	M COVER SHEET U.S. DEPARTMENT OF COMMERCE			
(Rev. 03)	Rev. (3/01)				
OMB N	OMB No. 0651-0027 (exp. 5/31/2002)				
Tab set	tings⇔⇔ τ τ τ	T T T T			
	To the Honorable Commissioner of Patents and Trademarks: P				
1.	Name of conveying party (ies):	2. Name and address of receiving party (ies)			
	ListenPoint, Inc.	Name: Sigma Partners 6, L.P. Internal			
	2305 Camino Ramon, Ste. 225 San Ramon, CA 94583	Address: as Collateral Agent and a Secured Party			
	Individuals Association	Street Address: 1600 El Camino Real, Ste. 280			
	General Partnership Limited Partnership	City: Menlo Park State: CA Zip: 94025			
	☑ Corporation-State: DE	☐ Individual(s) citizenship			
	Other	Association			
		General Partnership			
Additio	nal name(s) of conveying party (ies) attached? ☐ Yes 图 No	☑ Limited Partnership Delaware			
3.	Nature of conveyance:	☐ Corporation-State			
l	☐ Assignment ☐ Merger	Other			
[☐ Security Agreement ☐ Change of Name	If assignee is not domiclied in the United States a domestic representative designation is attached: ☐ Yes ☐ No			
[_	Other Intellectual Property Security Agreement	(Designations must be a separate document from assignment)			
Execu	ution Date: April 30, 2003	Additional name(s) & address (es) attached? ☐ Yes 図 No			
4.	Application number(s) or registration number(s):				
	A. Trademark Application No.(s)	B. Trademark No.(s)			
	75/923,766	·			
	75/923,752				
	76/391,720	1 ·			
	Additional numbers a	attached? ☐ Yes 区 No			
5.	Name and address of party to whom correspondence	6. Total number of applications and trademarks involved.			
[concerning document should be mailed:	7. Total fee (37 CFR 3.41)\$ 90.00			
	Name: Diana Sanchez Bentz				
	Internal Address:	☐ Enclosed			
		Authorized to be charged to deposit account			
1	Cooley Godward LLP				
1	5 Palo Alto Square	8. Deposit account number:			
1	Street Address: 3000 El Camino Real	00.0445			
1		03-3115			
	City: Palo Alto State: CA Zip: 94306	(Attach duplicate copy of this page if paying by deposit account)			
	DO NOT US	SE THIS SPACE			
9.	Statement and signature.				
	ormation is true and correct and any attached copy is a true				
	copy of the original document.	na O- 1 Rout			
1	Diana Sanchez Bentz Name of Person Signing	May 1, 2003 Signature Date			
Name of Ferson Organis					
	Total number of pages including cover sheet, attachments, and documents:				
	402639/194459-109/Right fax to (703) 306-5995				

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 30, 2003 by and between LISTENPOINT, INC., a Delaware corporation ("GRANTOR") and the secured parties listed on the signature pages hereof (each a "SECURED PARTY" and, collectively, the "SECURED PARTIES") and Sigma Partners 6, L.P., in its capacity as Collateral Agent, as defined in the Security Agreement (as defined below).

RECITALS

- A. Each Secured Party has made and has agreed to make certain advances of money to Grantor (the "Loans") in the amounts and manner set forth in those certain Secured Promissory Notes dated April 30, 2003 executed by Grantor in favor of each Secured Party (each a "Note" and, collectively, the "Notes"). The Secured Parties are is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Secured Parties a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes.
- B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor, the Secured Parties and Collateral Agent (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"), Grantor has granted to the Secured Parties a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

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 Notes and Security Agreement (collectively, the "Loan Documents"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and the Secured Parties, Grantor grants and pledges to the Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (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 the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Collateral Agent on behalf of the Secured Parties provided for

TRADEMARK REEL: 002643 FRAME: 0002 herein or in the Security 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 the Collateral Agent 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 Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including any Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Any amendment of this Intellectual Property Security Agreement shall require the written consent of the Grantor, the Collateral Agent and the Majority Lenders. Each Secured Party acknowledges that because this Intellectual Property Security Agreement may be amended with the consent of the Majority Lenders, each Secured Party's rights hereunder may be amended or waived without such Secured Party's consent.

[Signature pages follow.]

TRADEMARK REEL: 002643 FRAME: 0003 04/25/2003 18:04

9253271292 LISTENPOINT

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.

LISTENPOINT, INC., as Grantor	SIGMA PARTNERS 6, L.P., as Collateral Agent and Secured Party
By: Sall A Salar	By:
Print Name:	Printed Name:
Title: MESIDENT/CEO	
	Title:
•	
	SIGMA Investors 6, L.P., as Secured Party
	By:
	Printed Name:
	Title:
	SIGMA ASSOCIATES 6, L.P., as Secured Party
	Ву:
	Printed Name:
	Title:
	PROTOS LLC, as Secured Party
	By:
	Printed Name:
	Title:

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[Signature Page]

/2003 12:53 FAX 925 867 3277

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

ISTENPOINT, INC., as Grantor	SIGMA PARTNERS 6, L.P., as Collateral Agent and Secured Party
Зу:	1 1 1 1 1
Print Name:	Ву:///
Fitle:	Printed Name: Wings Fwg
inte:	Title: NAMING DIPETE
,	
	SIGMA INVESTORS 6, L.P., as Secured Party
	By Musel &
	By cure
	Printed Name: Myck Pwg
	Title: NANN GOD DISTREE
	SIGMA ASSOCIATES 6, L.P., as Secured Party
·	By: Mullo
	Printed Name: MACK PIZE
	Title: MANNER ONESTA
·	
	PROTOS LLC, as Secured Party
	Ву:
•	Printed Name:
•	Title

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[Signature Page]

/29/2003 11:56 9253271292 LISTENPOINT APR-29-2003 14:38 APPLIED TECHNOLOGY

1 781 662 8367

PAGE 02 P.05

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.

LISTENPOINT, INC., as Grantor	SIGMA PARTNERS 6, L.P., as Collateral Agent and Secured Party
By:	
Print Name:	
Title:	
	SIGMA INVESTORS 6, L.P., as Secured Party
	Ву:
	Printed Name:
	Title:
	SIGMA ASSOCIATES 6, L.P., as Secured Party
	Ву:
	Printed Name:
	Title:
	PROTOS LAC, as Secured Party By:
	Printed Name: Thomas H. Grant
	Title: MADOLY

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[Signature Page]

EXHIBIT A

COPYRIGHTS

图 (A)	Paretestanico	Registration/
THE RESERVE OF A STATE	Registration/ Application Number	Application
Description		
	ali in the state of the state o	A. W. WARREN, J. V. T. B. STOPPER, C. 1886A. C. 1884A. C. 1884A.
None		·
		
<u> </u>		
	<u>-</u>	
<u> </u>		<u> </u>
	<u> </u>	
<u> </u>		
	-	

EXHIBIT B

PATENTS

	Registration/	Registration/
Description	Registration// Application Number	Application Date
None	· Swar was to the state of the	A. Their Spinish and Community of the Co
<u> </u>		
		·
<u> </u>		

TRADEMARK REEL: 002643 FRAME: 0008

EXHIBIT C

TRADEMARKS

Describing	Registration/ Application Number	Application Date
Mark: LISTENPOINT, Class 9 (associated with selling products)	Serial # 75923766	Filing Date: 2- 17-2000
Mark: LISTENPOINT, Class 35 (associated with selling services)	Serial # 75923752	Filing Date: 2- 17-2000
Mark: MARKETSHARE, Class 9 (associated with selling products)	Serial # 76391720	Filing Date: 4- 5-2002
		_
	_	

RECORDED: 05/01/2003