

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 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

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.]

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: [Signature]
Print Name: Scott A. Seaton
Title: PRESIDENT/CEO

By: _____
Printed Name: _____
Title: _____

SIGMA INVESTORS 6, L.P., as Secured Party

By: _____
Printed Name: _____
Title: _____

SIGMA ASSOCIATES 6, L.P., as Secured Party

By: _____
Printed Name: _____
Title: _____

PROTOS LLC, as Secured Party

By: _____
Printed Name: _____
Title: _____

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LISTENPOINT, INC., as Grantor

SIGMA PARTNERS 6, L.P., as Collateral Agent and Secured Party

By: _____

By: [Signature]

Print Name: _____

Printed Name: MARK PINE

Title: _____

Title: MANAGING DIRECTOR

SIGMA INVESTORS 6, L.P., as Secured Party

By: [Signature]

Printed Name: MARK PINE

Title: MANAGING DIRECTOR

SIGMA ASSOCIATES 6, L.P., as Secured Party

By: [Signature]

Printed Name: MARK PINE

Title: MANAGING DIRECTOR

PROTOS LLC, as Secured Party

By: _____

Printed Name: _____

Title: _____

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LISTENPOINT, INC., as Grantor

SIGMA PARTNERS 6, L.P., as Collateral Agent and Secured Party

By: _____
Print Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

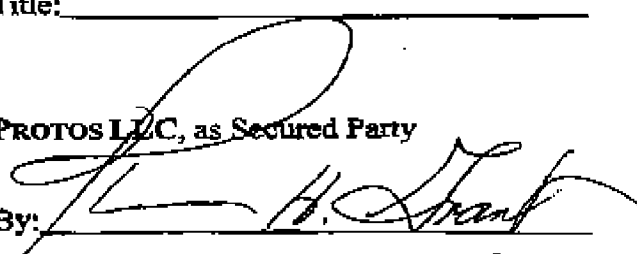
SIGMA INVESTORS 6, L.P., as Secured Party

By: _____
Printed Name: _____
Title: _____

SIGMA ASSOCIATES 6, L.P., as Secured Party

By: _____
Printed Name: _____
Title: _____

PROTOS LLC, as Secured Party

By: 
Printed Name: Thomas H. Grant
Title: manager

