

04-15-2003

115p3

FORM PTO-1594
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner

and original documents or copy thereof.

102419869

1. Name of conveying party(ies):

INTEGRAL DEVELOPMENT CORP.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: CALIFORNIA

Other:

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of Conveyance:

[] Assignment

[] Merger

[X] Security Agreement

[] Change of Name

[] Other

Execution Date: December 31, 2002

2. Name and address of receiving party(ies):

Name: MEVC DRAPER FISHER JURVETSON FUND I, INC.

Address: 3000 SAND HILL ROAD, BLDG 1, SUITE 155

City: MENLO PARK State: CA Zip: 94025

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? [] Yes [X] No

4 Application number(s) or trademark number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,448,531

2,543,328

2,515,723

2,515,722

2,515,721

2,056,722

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Erin O'Brien

Internal Address: GRAY CARY WARE & FREIDENRICH
4365 Executive Drive, Suite 1100
San Diego, California 92121-2133

6 Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$165.00

[X] Enclosed

[] Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Erin O'Brien

April 14, 2003

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office, Office of Public Records

1213 Jefferson Davis Highway, 3rd Floor

Arlington, VA 22202

04/16/2003 TBI/AZI 00000033 2448531

01 FC:8521

40.00 DP

02 FC:8522

125.00 DP

PA10294014.1
2101753-6

TRADEMARK
REEL: 002711 FRAME: 0928

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 31, 2002 by and between MEVC DRAPER FISHER JURVETSON FUND I, INC. ("Lender") and INTEGRAL DEVELOPMENT CORP., a California corporation ("Borrower"), with reference to the following facts:

RECITALS

Lender and Borrower are parties to that certain Loan and Security Agreement of even date (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure performance of its "Obligations", as defined in the Loan Agreement, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in Borrower's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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). Borrower represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Borrower or licensed to Borrower, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Borrower or licensed to Borrower, and (iii) listed on Schedule C are all of Borrower's material works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to Borrower on a non-exclusive basis), including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Borrower.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

INTEGRAL DEVELOPMENT CORP.

2027 Stierlin Court
Mountain View, CA 94043

By [Signature]
Title CFO

Attn: _____

Address of Lender:

MEVC DRAPER FISHER JURVETSON FUND I, INC.

3000 Sand Hill Road, Bldg 1, Suite 155
Menlo Park, CA 94025

By _____
Title _____

Gray Cary PA 10275363 1
2101753-900000

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Address of Borrower:

INTEGRAL DEVELOPMENT CORP.

2027 Stierlin Court
Mountain View, CA 94043

By _____

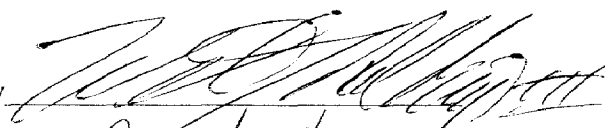
Title _____

Attn: _____

Address of Lender:

MEVC DRAPER FISHER JURVETSON FUND I, INC.

3000 Sand Hill Road, Bldg 1, Suite 155
Menlo Park, CA 94025

By 

Title President

SCHEDULE A

Trademarks

<u>Description</u>	<u>Serial/Registration Number</u>	<u>Application/Registration Date</u>
CFOWeb.com	2,448,531	05/01/01
Finxml	2,543,328	02/26/02
iTrader	2,515,723	12/04/01
Finscript	2,515,722	12/04/01
iRisk	2,515,721	12/04/01
Risknet	2,056,722	04/29/97

SCHEDULE B

Patents

<u>Description</u>	<u>Serial/Application Number</u>	<u>Application/Issue Date</u>
System and method for conducting web-based financial transactions in capital markets	6,347,307	02/12/02

SCHEDULE C

Copyrights

Title

Registration Number

Registration Date

Gray Cary\PA\10275363.1
2101753-900000

RECORDED: 04/15/2003

**TRADEMARK
REEL: 002711 FRAME: 0933**