

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Geotrace Technologies, Inc.		12/23/2003	CORPORATION: COLORADO

## RECEIVING PARTY DATA

Name:	Allied Capital Corporation
Street Address:	1919 Pennsylvania Avenue, N.W.
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	CORPORATION: MARYLAND

Name:	Allied Investment Corporation
Street Address:	1919 Pennsylvania Avenue, N.W.
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	CORPORATION: MARYLAND

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1985282	ANSER
Registration Number:	2406211	HFI
Registration Number:	2351432	GEOTRACE
Registration Number:	2187044	EASY3D
Registration Number:	1364981	IG3
Serial Number:	76517841	ROCKRES
Serial Number:	76518327	MAXRES

## CORRESPONDENCE DATA

Fax Number: (202)223-2085  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-861-3900  
Email: ray.millien@piperrudnick.com  
Correspondent Name: Raymond Millien, Esq. PIPER RUDNICK LLP  
Address Line 1: 1200 Nineteenth Street, NW  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-2412

ATTORNEY DOCKET NUMBER:

17295-105

NAME OF SUBMITTER:

Raymond Millien, Esq.

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 23, 2003 by and between ALLIED CAPITAL CORPORATION and ALLIED INVESTMENT CORPORATION, (together with their successors and assigns, "Allied") and GEOTRACE TECHNOLOGIES, INC., a Colorado corporation ("Grantor").

### RECITALS

A. Allied has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Investment") in the amounts and manner set forth in that certain Investment Agreement by and among Allied, Grantor and other parties signatory thereto dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Investment Agreement"). Allied is willing to make the Investment to Grantor, but only upon the condition, among others, that Grantor shall grant to Allied a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Investment Agreement and as specified in that certain Security Agreement of even date herewith between Allied, Grantor and other parties signatory thereto (the "Security Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Investment Agreement.

B. Pursuant to the terms of the Investment Agreement and Security Agreement, Grantor has granted to Allied 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 Investment Agreement, Security Agreement and all other agreements now existing or hereafter arising between Grantor and Allied, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Investment Agreement, Security Agreement and under any other agreement now existing or hereafter arising between Grantor and Allied, Grantor grants and pledges to Allied 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 and Trademarks listed on Schedules 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 Allied under the Security Agreement. The rights and remedies of Allied with respect to the security interest granted hereby are in addition to those set forth in the Investment Agreement, the Security Agreement and the other Investment Documents, and those which are now or hereafter available to Allied as a matter of law or equity. Each right, power and remedy of Allied provided for herein or in the Investment Agreement, the Security Agreement or any of the Investment 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 Allied of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Investment Agreement, the Security Agreement or any of the other Investment Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Allied, 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

This Intellectual Property Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor (including any debtor-in-possession on behalf of any Grantor) and shall, together with the rights and remedies of Allied, for the benefit of Allied, hereunder, inure to the benefit of Allied, all future holders of any instrument evidencing any of the Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to Allied, for the benefit of Allied, hereunder. Grantor may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Intellectual Property Security Agreement.

{Signatures on next page}

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.

GRANTOR:

GEOTRACE TECHNOLOGIES, INC.

Address of Grantor:

1670 Broadway, Suite 2240  
Denver, CO 80202

Attn: Chief Financial Officer

By: Craig Turner

Title: VP/CFO

ALLIED:

ALLIED CAPITAL CORPORATION  
ALLIED INVESTMENT CORPORATION

Address of Allied:

1919 Pennsylvania Avenue, N.W.  
Washington, D.C. 20006

Attn: Thomas H. Westbrook

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

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

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.

GRANTOR:

GEOTRACE TECHNOLOGIES, INC.

Address of Grantor:

1670 Broadway, Suite 2240  
Denver, CO 80202

Attn: Chief Financial Officer

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

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

ALLIED:

ALLIED CAPITAL CORPORATION  
ALLIED INVESTMENT CORPORATION

Address of Allied:

1919 Pennsylvania Avenue, N.W.  
Washington, D.C. 20006

Attn: Thomas H. Westbrook

By: Thomas H. Westbrook

Title: Managing Director

EXHIBIT A

Copyrights

<u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
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EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date



EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
ANSER	1,985,282	07/09/96
HF1	2,406,211	11/21/00
GEOTRACE	2,351,432	05/23/03
EASY3D	2,187,044	09/08/98
IG3	1,364,981	10/08/85
ROCKRES	76/517,841	05/29/03
MAXRES	76/518,327	06/02/03