

10-6-03

FORM PTO-1594

10-10-2003

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)



Patent and Trademark Office

To the Honorable Commissioner

102572452

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

INVESTMART, INC.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 4, 2003

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

Name: **Silicon Valley Bank**
Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

- 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

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

FINANCE SECTION

OFFICE OF PATENT RECORDS
MAY 01 - 6 AM 9 23

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
76-049,869

B. Trademark No.(s)
2,733,881 2,507,670
2,684,486
2,542,670
2,542,669
2,546,702
2,628,925

Additional numbers attached? Yes No

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

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$215

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

10/09/2003 DBYRNE 00000099 76049869

01 FE:8521 40.00 OP
02 FE:8522 175.00 OP

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.

Maribel Arteaga
Name of Person Signing

Maribel Arteaga
Signature

9/18/03
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002841 FRAME: 0777

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4 INTELLECTUAL PROPERTY SECURITY AGREEMENT
5

6
7 THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of
8 August 4, 2003, by and between SILICON VALLEY BANK ("Bank") and INVESMART, INC., a
9 Delaware corporation ("Grantor").
10

11 RECITALS

12
13 A. Bank has agreed to make certain advances of money and to extend certain financial
14 accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan
15 and Security Agreement by and among Bank, Grantor and Borrower named therein of even date
16 herewith (as the same may be amended, modified or supplemented from time to time, the "Loan
17 Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is
18 willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall
19 grant to Bank a security interest in certain Copyrights, Trademarks, and Patents to secure the
20 obligations of Grantor under the Loan Agreement.
21

22 B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security
23 interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in,
24 to and under all of the Collateral.
25

26 NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby
27 acknowledged, and intending to be legally bound, as collateral security for the prompt and complete
28 payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants,
29 covenants and agrees as follows:
30

31 AGREEMENT

32
33 To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a
34 security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property
35 Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on
36 Schedules A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way
37 of example but not by way of limitation, license royalties and proceeds of infringement suits), the
38 right to sue for past, present and future infringements, all rights corresponding thereto throughout the
39 world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part
40 thereof.
41

42 This security interest is granted in conjunction with the security interest granted to Bank
43 under the Loan Agreement. The rights and remedies of Bank with respect to the security interest
44 granted hereby are in addition to those set forth in the Loan Agreement and the other Loan
45 Documents, and those which are now or hereafter available to Bank as a matter of law or equity.
46 Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the
47 Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent
48 and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank

49 of any one or more of the rights, powers or remedies provided for in this Intellectual Property
50 Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter
51 existing at law or in equity, shall not preclude the simultaneous or later exercise by any person,
52 including Bank, of any or all other rights, powers or remedies.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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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:

Address of Grantor:
Penn Center West Six, Suite 211
Pittsburgh, Pennsylvania 15276

INVESMART, INC.

By: *Nicola Battaglia*
Name: *Nicola Battaglia*
Title: *Treasurer*

BANK:

Address of Bank:
One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462

SILICON VALLEY BANK

By: *David E. Rodriguez*
David E. Rodriguez
Vice President and Relationship Manager

EXHIBIT A

Copyrights

None

Description

Registration/
Application
Number

Registration/
Application
Date

194107v1 SVB/Invesmart (IP Sec Agreement)
August 1, 2003 2:16 PM

EXHIBIT B

Patents

None

Description

Registration/
Application
Number

Registration/
Application
Date

194107v1 SVB/Invesmart (IP Sec Agreement)
August 1, 2003 2:16 PM

RECORDED: 10/06/2003

**TRADEMARK
REEL: 002841 FRAME: 0782**