

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Unveil Technologies, Inc.		07/29/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Solstice Capital II Limited Partnership		
<b>Street Address:</b>	15 Broad Street, Third Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78374406	RETHINKING SELF-SERVICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)542-2241		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-542-2241		
<b>Email:</b>	cpeters@mintz.com		
<b>Correspondent Name:</b>	Carol H. Peters		
<b>Address Line 1:</b>	MINTZ LEVIN COHN FERRIS GLOVSKY & POPEO		
<b>Address Line 2:</b>	One Financial Center		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02111		
<b>NAME OF SUBMITTER:</b>	Carol H. Peters		
<b>Signature:</b>	/carol/h/peters		
<b>Date:</b>	08/02/2005		

CH \$40.00 78374406

Total Attachments: 5

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), dated as of July 29, 2005, is made by Unveil Technologies, Inc., a Delaware corporation (the "Grantor"), in favor of Solstice Capital II Limited Partnership (the "Secured Party"), as agent and representative of the Lenders (as defined below).

ARTICLE 1. Grant of Security. As security for the payment and performance of (i) the obligations to pay principal of, interest on and all other obligations (including without limitation attorneys fees and other costs and expenses) under those certain Secured Promissory Notes in the original principal amount of \$225,000 (the "Notes"), dated as of the date hereof and issued by the Company to each of the purchasers thereof (the "Lenders"), the Grantor hereby grants to the Secured Party a security interest in all of its right, title and interest in and to the following (the "Collateral"):

Section 1.1. the patent, trademark and service mark registrations and applications set forth in Attachment A and Attachment B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

Section 1.2. all reissues, divisions, continuations, continuations-in-part, extensions, renewals, reexaminations and foreign counterparts of any of the foregoing, including all rights in the foregoing provided by international treaties or conventions;

Section 1.3. all rights corresponding to the foregoing throughout the world, and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

Section 1.4. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

Section 1.5. any and all Proceeds of any and all of the foregoing Collateral or arising from any of the foregoing.

Anything herein to the contrary notwithstanding, in no event shall the security interest granted under this Section 1 attach to any general intangible or other rights arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would constitute a violation of applicable law or a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or

provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity; provided, however, that the lien of this IP Security Agreement shall attach to such general intangible or other right immediately at such time as any such violation ceases and, to the extent severable, shall attach immediately to any portion of such contract, instrument, license or other documents that does not result in a violation.

ARTICLE 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment and performance of all obligations of such Grantor under the Notes including, without limitation, payment of the principal of, interest on, and all other amounts due with respect to, the Notes, and the performance and observance by the Grantor of all the agreements, covenants and provisions contained in the Notes.

ARTICLE 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks of the U.S. Patent and Trademark Office and any other applicable government officer record this IP Security Agreement.

ARTICLE 4. Representation of Grantor; After-Acquired Collateral. The Grantor represents and warrants that Attachment A and Attachment B set forth all of the Grantor's patent, trademark and servicemark registrations and applications. If the Grantor shall purchase or otherwise acquire rights to any additional patent, trademark or servicemark registrations or applications the provisions of Article 1 shall automatically apply thereto and the Grantor shall take all actions reasonably required to record the Secured Party's interest in any such registration or application with the U.S. Patent and Trademark Office as requested by the Secured Party.

ARTICLE 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

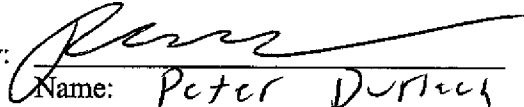
ARTICLE 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement dated as of the date hereof (the "Security Agreement"). The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

ARTICLE 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

*[Remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**Unveil Technologies, Inc., as Grantor**

By:   
Name: Peter Durkin  
Title: President

ATTACHMENT A

1. United States Patent 6,401,061
2. Published United States Patent Application US2004/0162724
3. Published United States Patent Application US2005/0105712
4. Published PCT Patent Application WO2004/072926

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ATTACHMENT B

**UNVEIL TECHNOLOGIES, INC.  
TRADEMARK REGISTRATION APPLICATIONS**

**RETHINKING SELF-SERVICE - U.S. Application No. 78/374,406**

Class 9 - Computer software using advanced natural language processing and speech recognition algorithms to enable complex and concept-based interactions, over both voice and text-based networks, between users and computer systems; computer software for natural language processing and conceptual mapping; computer search engine software using advanced natural language processing algorithms to glean concepts from text and enable concept-based searching; software for routing and handling customer calls by call and contact centers.

Class 42 - Developing and programming for others customized computer software using natural language processing and speech recognition, enabling complex, concept-based interactions over both voice and text-based networks; developing and programming customized computer software for others for natural language processing and conceptual mapping.

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