

7-25-05

07-27-2005



103049108

To the Honorable Commissioner of Patent Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **SABIOSO, INC.**

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

2. Name and address of receiving party(ies):  
 Name: **Silicon Valley Bank**  
 Internal Address: HA155  
 Street Address: 3003 Tasman Drive

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

City: Santa Clara State: CA ZIP: 95054

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

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

5/15/05

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

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

A. Trademark Application No.(s)

B. Trademark No.(s)  
**2,846,507**

OPR/FINANCE JUL 25 AM 12:23

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: 1

7. Total fee (37 CFR 3.41): **\$40.00**  
 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.*

Maribel Higareda  
Name of Person Signing

Maribel Higareda  
Signature

7/15/05 408  
Date

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

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

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and SABIOSO, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor, Productive Data Solutions, Incorporated, Productive Data Commercial Solutions, Inc. and Sagacitix, Inc., dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

6160 South Syracuse Way, Suite 300  
Greenwood Village, CO 80111

Attn: KEVIN Mackie

Address of Bank:

4410 Arapahoe Ave., Ste. 200  
Boulder, CO 80303

Attn: \_\_\_\_\_

GRANTOR:

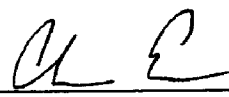
SABIOSO, INC.

By: 

Title: President & CEO

BANK:

SILICON VALLEY BANK

By: 

Title: Chris Ferris Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

2) Copyrights:

Advocate: Reg. No. TXu 1-038-111, 4 March 2002

AMTS: Reg. No. TX 5-125-323, 3 January 2000

Enquire 2.0: Reg. No. TXu 1-096-040, 7 February 2002

SabiOso Portal: Reg. No. TXu 1-038-389, 26 February 2002

We fully own the IP for Advocate, Enquire and the SabiOso portal and can charge licensing fees to the Federal government. For AMTS we own the IP, but under the Bayh-Dole Act, we cannot charge the federal government licensing fees—we can for all commercial endeavors. Additionally, the original Alexandria Handbook, HazCom, and TSS (also the Guardian Portal, PortaleYE, the Raytheon Portal and WildUtah.com) are all based on our portal as the kernel application. We have customized several of these applications for the federal government, but at this time do not charge a licensing fee. Instead, we require that they use only SabiOso for all software support. If they were to remove us and hire someone else, we would charge a licensing fee. We protect this IP by only providing compiled code and DLLs to the client. We are in the process of copyrighting Wild Utah.com, Guardian, HazCom and TSS at this time.

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

1) Trademarks:

Enquire: Reg. No. 2,846,507 US Cls: 21, 23, 26, 36, 38; and Intl. Cls: 9; Registered 25 May 2004; First use 15 March 2002; For: Computer Software for massive data visualization.

Guardian: Mexico Titulo de Registro de Marca # 868847, Class: 9; 2 September 2004; New York State: Reg. No. R-30270, 24 December 2003; Arizona: Reg. No. 48164, 9 January 2004; Utah: Reg. No. 5550131-0190, 9 January 2004; Nevada: 14 January 2004; California: Reg. No. 058648, 23 January 2004; Texas: Reg. No. 800282088, 18 December 2003; Virginia: 23 January 2004; New Jersey: Reg. No. 21604, 4 February 2004; North Carolina: 22 December 2003; Federal Trademark applied for (Application No. 78/346,192; Confirmation No. 6620), not yet received; First use: April 2002—established with winning court case against PeopleSoft;

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE