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FORM PTO-1595

1-31-92

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

LINGUATEQ INCORPORATED

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

3. Nature of Conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other:

Execution Date: September 5, 2000

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

Name: IMPERIAL CREDITCORP

Address: 411 BOREL AVENUE, SUITE 425

City: SAN MATEO State: CA Zip: 94402

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

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

If this Document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

5,845,283

6,032,147

Additional numbers attached? ☐ Yes ☒ 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
 400 Hamilton Avenue
 Palo Alto, CA 94301

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41) \$ 80.00

☒ Enclosed

8. Deposit account number: _____
 Please debit any underpayment or credit any
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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

Name of Person Signing

Signature

September 28, 2000

Date

Total number of pages comprising cover sheet: [6]

OMB No. 0651-0011 (exp. 4/94)

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

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PATENT
 REEL: 011159 FRAME: 0208

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 5, 2000 by and between IMPERIAL CREDITCORP ("Lender") and LINGUATEQ INCORPORATED, a Delaware corporation ("Grantor").

RECITALS

A. Lender 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 between Lender and Grantor dated of even date herewith (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).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

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

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Lender 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 Exhibits 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 Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, 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.

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:

1501 Farm Credit Drive, Suite 4400
McLean, VA 22102

Attn: Chief Executive Officer

LINGUATEQ INCORPORATED

By: 

Title: CFO

LENDER:

Address of Lender:

411 Borel Avenue, Suite 425
San Mateo, CA 94402

Attn: Jim Rutter

IMPERIAL CREDITCORP

By: 

Title: President

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

EXHIBIT B

Patents

U.S. Patent 5,845,283 – December 1, 1998 (US Patent Application Serial No. 08/639,073 filed April 24, 1996)

Title: Method and Apparatus for Rationalizing Different Data Formats in a Data Management System

A data conversion device, including a preferably software implemented data conversion engine, which receives a formatted input data stream from an input device, converts the data into a different (universal) format in real time and transmits the converted data to an output device.

U.S. Patent 6,032,147 – February 29, 2000 (US Patent Application Serial No. 08/825,276 filed March 27, 1997)

Title: Method and Apparatus for Rationalizing Different Data Formats in a Data Management System

This patent application further delineates components of U.S. Patent 5,845,283. (Still awaiting ribbon copy of this patent.)

International PCT Application No. PCT/US97/06183, filing date April 24, 1997

Title: Method and Apparatus for Rationalizing Different Data Formats in a Data Management System

Nationalized in Canada, December 7, 1998

European Patent Serial No. 97 923410.1 filed April 24, 1997

Based on National Stage of PCT Application No. PCT/US97/06183

Title: Method and Apparatus for Rationalizing Different Data Formats in a Data Management System

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application Number	Registration/ Application Date
Introspect	1,994,786	08/20/96
Linguateq	2,293,059	11/16/99
Tai	75/759,377	07/26/99