

CDR

Docket No.:

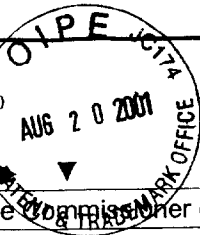
08-23-2001

SET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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P08/REV02



101820873

Tab settings

To the Honorable Commissioner of Patents and Trademarks

Please attach original documents or copy thereof.

1. Name of conveying party(ies):

Cofiniti, Inc.

08/20/01

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

Name: LeaseNet Group, Inc.

Internal Address: Suite 170

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name

Other First Amendment to Security Agreement

Execution Date: July 3, 2001

Street Address: 495 Metro Place South

City: Dublin State: OH ZIP: 43017

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

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

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

A. Patent Application No.(s)

08/705,195

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Craig R. Auge, Esq.

Internal Address: Vorys, Sater, Seymour and Pease LLP

Street Address: 52 East Gay Street

City: Columbus State: OH ZIP: 43215

6. Total number of applications and patents involved: 1

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

22-0585

08/22/2001 AAHMED1 00000203 08705195

DO NOT USE THIS SPACE

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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.

Craig R. Auge

Name of Person Signing

Signature

August 17, 2001

Date

Total number of pages including cover sheet, attachments, and document: 21

PATENT
REEL: 012106 FRAME: 0678



**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is made and entered into effective as of July 3, 2001, by and between Cofiniti, Inc., a Texas corporation, having its principal place of business at 1120 South Capital of Texas Highway, Building 3, Suite 300, Austin, Texas 78746 (the "Grantor") and LeaseNet, Inc., an Ohio corporation, having its principal place of business at 495 Metro Place South, Suite 170, Dublin, Ohio 43017 (the "Secured Party").

Background Information

A. Pursuant to the Letter Agreement dated June 29, 2001, executed by and between Grantor, Secured Party and P. David Rossette ("Rossette") (the "Letter Agreement"), a copy of which is attached hereto as Exhibit A, Grantor and Rossette agreed that, upon satisfaction of certain of the terms and conditions set forth therein, Secured Party would assume all of the rights, title and interest in and to certain loan documents which had been executed by and between Grantor as borrower and Imperial Bank as lender, or by Grantor for the benefit of Imperial Bank, including but not limited to (1) the Amended and Restated Credit Terms and Conditions dated as of May 4, 2000 by and between Imperial Bank as lender and MarketKnowledge, Inc. d/b/a MoneyStar Communications, Inc., n/k/a Cofiniti, Inc., as borrower (as amended, supplemented and restated, the "Credit Agreement"); (2) the Promissory Note dated as of May 4, 2000, made by MarketKnowledge, Inc., n/k/a Cofiniti, Inc., payable to the order of Imperial Bank in the original principal amount of \$2,000,000 (as amended, supplemented and restated, the "Imperial Bank Note"); (3) the Commercial Security Agreement dated as of May 4, 2000, by and between MarketKnowledge, Inc., n/k/a Cofiniti, Inc., as grantor and Imperial Bank as secured party (as amended, supplemented and restated, the "Security Agreement"); and (4) the Intellectual Property Security Agreement dated April 26, 2000 by and between MarketKnowledge, Inc. d/b/a MoneyStar Communications, Inc., n/k/a Cofiniti, Inc., as grantor and Imperial Bank as secured party (as amended, supplemented and restated, the "Intellectual Property Security Agreement", and the Credit Agreement, the Imperial Bank Note, the Security Agreement, the Intellectual Property Security Agreement and related agreements, documents and instruments, as amended, supplemented and restated, are collectively referred to herein as the "Imperial Bank Loan Documents").

B. Pursuant to the Assignment of Note and Liens Agreement dated as of July 3, 2001, executed by and between Secured Party and Imperial Bank (the "Assignment") a copy of which is attached hereto as Exhibit B, Imperial Bank assigned and transferred all of its rights, title and interest in and to the Imperial Bank Loan Documents to Secured Party, but the foregoing assignment by Imperial Bank specifically

did not include any right, title or interest to Secured Party in the Commercial Pledge Agreement dated May 4, 2000 between Grantor as pledgor and Imperial Bank as secured party, which related to the pledge by Grantor to Imperial Bank of certain Monarch Funds of Grantor (as defined therein) held by Imperial Securities Corporation, all as more fully described therein.

C. Pursuant to the Letter Agreement, Grantor, Secured Party and Rossette agreed that, upon the assignment of Imperial Bank to Secured Party, and the assumption by Secured Party, of the rights, title and interests of Imperial Bank in and to the Imperial Bank Loan Documents, Secured Party and Grantor would incorporate the indebtedness evidenced by the Imperial Bank Note into the Master Lease Agreement No. OPT97105 dated as of February 26, 1997 by and between SinglePoint Financial, Inc., predecessor in interest to Grantor, as lessee and Secured Party as lessor (as the same may be amended, modified, and supplemented and in effect from time to time, the "Lease"), pursuant to the terms of Schedule E thereto dated as of June 29, 2001 by and between Secured Party and Grantor ("Schedule E"), and certain other agreements, documents and instruments executed by and between Grantor and Secured Party in connection therewith (collectively, the "Lease Amendment Documents").

D. Further pursuant to the Letter Agreement, Grantor, Secured Party and Rossette agreed that the Intellectual Property Security Agreement would be modified to provide that the indebtedness and obligations secured thereby would be Grantor's obligation to pay quarterly payments nos. 1 through 8 under the Lease, as amended by the Lease Amendment Documents, each in the amount of \$371,193 as identified on Schedule E thereto (such indebtedness, collectively, the "First Eight Quarterly Lease Payments").

NOW THEREFORE, in consideration of the foregoing covenants and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Intellectual Property Security Agreement, including without limitation those terms incorporated therein from the Imperial Bank Loan Documents. All definitions set forth in the recital paragraphs hereof are hereby incorporated into the Intellectual Property Security Agreement by reference for all purposes.

2. Modification of Paragraph 1. Paragraph 1 of the Intellectual Property Security Agreement is hereby modified by replacing, in the first sentence thereof, the phrase "all of Grantor's present or future indebtedness, obligations and liabilities" with the following:

"Grantor's obligations to pay the First Eight Quarterly Lease Payments"

3. Replacement of Paragraph 14. Paragraph 14 of the Intellectual Property Security Agreement is hereby deleted in its entirety and replaced with the following:

“14. Ohio Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of Ohio, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Franklin County, Ohio. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN DOCUMENTS, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.”

4. Further Assurances. Grantor agrees and covenants that Grantor shall take all other action reasonably requested by the Secured Party to allow Secured Party to perfect and protect, and maintain the priority of, Secured Party's security interests in and liens on the Collateral covered by the Intellectual Property Security Agreement, as the same is modified and amended hereby.

5. Confirmation of Obligations. Grantor agrees to perform, and observe the Intellectual Property Security Agreement, as the same is modified and amended hereby. Except as modified and amended by this Amendment, the Intellectual Property Security Agreement remains unchanged and in full force and effect as written. Grantor hereby ratifies and confirms in all respects each and every promise, covenant agreement, condition, term and provision of the Intellectual Property Security Agreement and all of Grantor's duties and obligations under and pursuant to the Intellectual Property Security Agreement, as the same is modified and amended hereby.

IN WITNESS WHEREOF, the parties hereto have executed this
Amendment to be effective as of the day and year first above written.

GRANTOR:

COFINITI, INC.

By: _____ 

Its: _____ *Intern CFO*

SECURED PARTY:

LEASENET, INC.

By: _____

Its: _____

7/26/2001 - 8882343

** TOTAL PAGE.16 **

PATENT
REEL: 012106 FRAME: 0682

IN WITNESS WHEREOF, the parties hereto have executed this
Amendment to be effective as of the day and year first above written.

GRANTOR:

COFINITI, INC.

By: _____

Its: _____

SECURED PARTY:

LEASENET, INC.

By: *J. J. Howard*

Its: *V.L.*

7/28/01 - 8882343

P. David Rossette
c/o LeaseNet, Inc.
Suite 170, 495 Metro Place South
Dublin, Ohio 43107

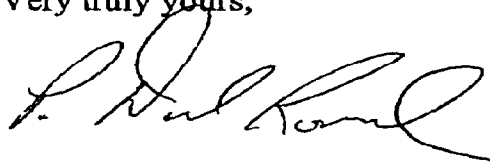
LeaseNet, Inc.
Suite 170, 495 Metro Place South
Dublin, Ohio 43107

June 29, 2001

Cofiniti, Inc.
1120 South Capital of Texas Highway
Building 3, Suite 300
Austin, Texas 78746
Attention: Jef Fowler, Interim CFO

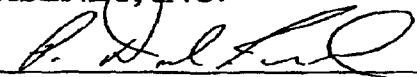
Dear Jef:

Very truly yours,



P. David Rossette

LEASENET, INC.

By:  _____

Its: U.P. _____

Date: 6-27-2001 _____

Acknowledgment

Cofiniti, Inc. hereby agrees to and accepts the foregoing terms and conditions as of the date first above written.

COFINITI, INC.

By: _____

Its: _____

Date: _____

Very truly yours,

P. David Rossette

LEASENET, INC.

By: _____

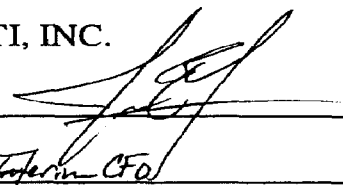
Its: _____

Date: _____

Acknowledgment

Cofiniti, Inc. hereby agrees to and accepts the foregoing terms and conditions as of the date first above written.

COFINITI, INC.

By: _____ 

Its: Interim CFO _____

Date: 6-29-01 _____