

FORM PTO-1619A  
Expires 06/30/99  
OMB 0651-0027

10-04-2001



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U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

☒ New

☐ Resubmission (Non-Recordation)

Document ID#

☐ Correction of PTO Error

Reel #

Frame #

☐ Corrective Document

Reel #

Frame #

**Conveyance Type**

☐ Assignment

☒ Security Agreement

☐ License

☐ Change of Name

☐ Merger

☐ Other

**U.S. Government**

(For Use ONLY by U.S. Government Agencies)

☐ Departmental File

☐ Secret File

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Name (line 1) Cliffstone Corporation

Execution Date  
Month Day Year  
09/10/01

Name (line 2) formerly Call Center Technology, Inc.

**Second Party**

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name (line 1) Thales TRC, Inc.

Name (line 2)

Address (line 1) 1601 N. Harrison Parkway

Address (line 2) Building A, Suite 100

Address (line 3) Sunrise

Florida

33323

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

10/03/2001 LMUELLER 00000122 09410993

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40.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**PATENT**  
**REEL: 012210 FRAME: 0862**

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number

only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☒

No ☐

**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. Charges to deposit account are authorized, as indicated herein.

Pablo Meles, Esq.

Name of Person Signing

Signature

Date

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is made as of September 10, 2001, by and among Cliffstone Corporation, a Georgia Corporation (the "Grantor"), f/k/a Call Center Technology, Inc., and Thales TRC, Inc., a Delaware Corporation, as Lender (the "Lender").

## WITNESSETH:

WHEREAS, Cliffstone Corporation, as the "Borrower" and Lender are parties to that certain Credit Agreement, dated as of September 10, 2001 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement"), pursuant to which the Lender may, from time to time, extend credit to Borrower; and

WHEREAS, Grantor and the Lender are parties to that certain Security Agreement, dated as of September 10, 2001 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Security Agreement"), pursuant to which Grantor has granted a security interest in all or substantially all of its assets to the Lender; and

WHEREAS, the Lender has required Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Obligations" (as defined in the Credit Agreement) and (ii) as a condition precedent to any extension of credit to the Borrower under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

### SECTION 1. Defined Terms

Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

SECTION 2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

SECTION 3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

SECTION 4. Security Interest in Intellectual Property. "Intellectual Property" shall include, but is not limited to, the Trademarks, Copyrights, Patents, Licenses (as defined in clauses 4(a)-(d) below) and any other proprietary property or technology, and agreements relating thereto, including, without limitation, any and all improvements and future developments material to the operation of Grantor's business. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants and assigns to the Lender, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this Section 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) copyrights, whether or not published or registered under the Copyright Act of 1976, 17 U.S.C. §101 et seq., as the same shall be amended from time to time, and any predecessor or successor statute thereto, and applications for registration of copyrights, and all works of authorship and other intellectual property rights therein, including, without limitation, copyrights for computer programs, source code and object code data bases and related materials and documentation and including, without limitation, the registered copyrights and copyright applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals, revisions, derivative works, enhancements, modifications, updates, new releases or other revisions thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing copyrights and applications, together with the items described in clauses (i)-(v), being sometimes hereinafter individually and/or collectively referred to as the "Copyrights"). Copyrights shall also include copyrightable materials now or hereafter owned by Grantor, all tangible property embodying the

Copyrights or such copyrightable materials, and all tangible property covered by the Licenses (defined below).

(d) patents and all types of exclusionary or protective rights granted (or applications therefor) for inventions (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all renewals, divisions, continuations and continuations-in-part thereof, recognized under federal law and all comparable rights recognized in foreign jurisdictions or conventions or by treaty, including, without limitation, all such rights listed in Schedule A hereto. Schedule A indicates in each case whether the applicable Patent is issued or the subject of a pending application in the U.S. Patent & Trademark Office and any foreign jurisdictions. Schedule A also indicates whether the Patent is the subject of any claim of co-ownership, and, if so, whether the exercise of Grantor's rights therein are subject to (A) royalty obligations due such co-owner its successors or assigns, (B) restrictions on exercise, assignment or sublicensing, or (C) revocation or termination. All of the foregoing patents and applications and corresponding rights thereto, together with the items described in this paragraph (d) will sometimes hereinafter individually and/or collectively be referred to as the "Patents");

(e) to the extent the assignment thereof is not prohibited, rights under or interest in any intellectual property license agreements including patent, copyright, trademark, service mark, know-how, trade secret, or other technology license agreements with any other party relating to Grantor's intellectual property, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those intellectual property license agreements listed on Schedule A attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to use the foregoing in connection with the enforcement of the Lender's rights under the Credit Agreement, including, without limitation, the right to prepare for sale and sell any and all inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

Schedule A lists all owned and recordable Intellectual Property in which Grantor has or claims a partial or entire ownership interest and that is material to the operation of the present or planned business of Grantor. Schedule A also describes all Licenses in which Grantor has or claims any right or interest and that is material to the operation of the present or planned business of Grantor or the value of the owned or recordable Intellectual Property. Except as otherwise indicated in Schedule A, Grantor is the sole legal and beneficial owner of all the owned and recordable Intellectual Property listed in Schedule A. Except as otherwise indicated in Schedule A, the Licenses require no further license, consent or approval of third parties in order to be effective and exercisable in accordance with their respective terms, each agreement listed therein is valid, subsisting, and in effect, and neither Grantor nor, to Grantor's knowledge (but without prejudice to Grantor's rights thereunder), any other party is or, with the passage of time or the render of notice, could be in material default thereunder. Grantor has taken reasonable and prudent action to identify the circumstances in which Licenses should be established in order to protect and promote Grantor's business. Grantor has taken reasonable and prudent action to protect, preserve and enforce its rights under the owned and recordable Intellectual Property.

SECTION 5. Restrictions on Future Agreements. Grantor will not, without the Lender's prior written consent (which consent shall not be unreasonably withheld or delayed), enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Lender under this Agreement or the rights associated with the Intellectual Property. Notwithstanding the foregoing provisions of this Section 5 or any other provision of this Agreement, so long as no Default has occurred and is continuing, Grantor may license and dispose of the Trademarks and Licenses in any lawful manner that is in the ordinary course of its business and is not inconsistent with the provisions of this Agreement.

SECTION 6. New Intellectual Property. Grantor represents and warrants to the best of their knowledge that, from and after the Closing Date, (a) the Intellectual Property listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, copyright applications, copyright registrations, patent applications or issued patents now owned or held by Grantor, (b) the Licenses listed on Schedule A include all of the license agreements under which Grantor is the licensee or licensor (except as may be otherwise disclosed in writing to the Lender) and (c) no liens, claims or security interests in such Intellectual Property have been granted by Grantor to any Person other than the Lender. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals, copyright applications, copyright registrations, patent applications or issued patents whether as licensee or licensor, or (iii) enter into any new license agreement, the provisions of Section 4 above shall automatically apply thereto. Grantor shall give to the Lender written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Upon the occurrence of the events described in clauses (i), (ii) and (iii) above, Grantor hereby authorizes the Lender to modify this Agreement unilaterally (i) by amending Schedule A to include any future Intellectual Property rights and by amending Schedule A to include any future license agreements, which are Licenses under Section 4 above or under this Section 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A thereto, such future Intellectual Property including without limitation future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and copyright applications, copyright registrations, patent applications, issued patent, and Licenses.

SECTION 7. Royalties. Grantor hereby agrees that the use by the Lender of the Intellectual Property (including Licenses) as authorized hereunder in connection with the Lender's exercise of its rights and remedies under Section 15 or pursuant to Section 17 of the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to Grantor.

SECTION 8. Right to Inspect; Further Assignments and Security Interests. The Lender may at all reasonable times (and at any time when a Default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Intellectual Property; provided, that in conducting such inspections and examinations, the Lender shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. From and after the occurrence of a Default, Grantor agrees that the Lender, or a conservator appointed by the Lender, shall have the right to establish such reasonable additional product quality controls as the Lender or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Intellectual Property including the Licenses or in connection with which such Intellectual Property and Licenses are used. Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Intellectual Property without the prior and express written consent of the Lender, (ii) to maintain the quality of such products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the Lender's prior and express written consent.

SECTION 9. Nature and Continuation of the Lender's Security Interest; Termination of the Lender's Security Interest. This Agreement is made for collateral security purposes only and, accordingly, it does not transfer title to the Intellectual Property to the Lender. This Agreement shall create a continuing security interest in the Intellectual Property and shall terminate only when the Obligations have been paid in full in lawful money of the United States of America and the Credit Agreement and the Security Agreement have been terminated. When this Agreement has terminated, the Lender shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements, satisfactions and other instruments as may be necessary or proper to terminate the Lender's security interest in the Intellectual Property, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement or the Security Agreement.

SECTION 10. Duties of Grantor. Grantor shall have the duty to take any such actions as may be deemed necessary or appropriate by Grantor in its reasonable business judgment, to: (i) prosecute diligently any Trademark, Copyright, or Patent application that is part of the applications pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for Trademarks, Copyrights, or Patents. Grantor further agrees to use its best efforts to maintain in full force and effect the Intellectual Property that in Grantor's reasonable business judgment are or shall be necessary or economically desirable in the operation of Grantor's business. Notwithstanding the foregoing provisions of this Section 10 or any other provision of this Agreement, Grantor shall have the right to discontinue use or prosecution of any application or registration for any Intellectual Property where such discontinuance is deemed necessary or desirable by Grantor in the exercise of its reasonable business judgment. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Lender shall not have any duty with respect to the Intellectual Property. Without limiting the generality of the foregoing, Lender shall not be under any obligation to take any steps necessary to preserve rights in the Intellectual Property against any other parties, but Lender may do so at its option from and after the occurrence of a Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Obligations secured hereby.

SECTION 11. Lender's Right to Sue. From and after the occurrence of a Default, Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Intellectual Property and, if the Lender shall commence any such suit, Grantor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement. Grantor shall, upon demand, promptly reimburse the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this Section 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Lender).

SECTION 12. Waivers. The Lender's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and the Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Lender unless such suspension or waiver is in writing signed by an officer of the Lender and directed to Grantor specifying such suspension or waiver.

SECTION 13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

SECTION 14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 6 hereof or by a writing signed by the parties hereto.

SECTION 15. Cumulative Remedies; Power of Attorney. Grantor hereby irrevocably designates, constitutes and appoints the Lender (and all Persons designated by the Lender in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes the Lender and any of the Lender's designees, in Grantor's or the Lender's name, to take any action and execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from the giving by the Lender of notice to Grantor of the Lender's intention to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use of the Intellectual Property, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Intellectual Property or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Intellectual Property as the Lender deems in its own best interest; provided, however, that the Power of Attorney granted herein may only be exercised from and after the occurrence and during the continuance of a Default. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the



Obligations shall have been paid in full in cash and the Credit Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located or deemed located. Upon the occurrence of a Default and the election by the Lender to exercise any of its remedies under the Uniform Commercial Code with respect to the Intellectual Property, Grantor agrees to assign, convey and otherwise transfer title in and to the Intellectual Property to the Lender or any transferee of the Lender and to execute and deliver to the Lender or any such transferee all such agreements, documents and instruments as may be necessary, in the Lender's sole discretion, to effect such assignment, conveyance and transfer. All of the Lender's rights and remedies with respect to the Intellectual Property, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuance of a Default, the Lender may exercise any of the rights and remedies provided in this Agreement, the Escrow Agreement, the Security Agreement and any of the other Loan Documents. Grantor agrees that any notification of intended disposition of any of the Intellectual Property required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Lender may give any shorter notice that is commercially reasonable under the circumstances.

SECTION 16. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit the Lender and its nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that no Grantor shall voluntarily assign or transfer its rights or obligations hereunder without the Lender's prior written consent (which consent shall not be unreasonably withheld or delayed).

SECTION 17. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF FLORIDA. ANY DISPUTE BETWEEN GRANTOR AND THE LENDER ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH, THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS) OF THE STATE OF FLORIDA.

SECTION 18. CONSENT TO JURISDICTION; SERVICE OF PROCESS; JURY TRIAL.

(a) EXCLUSIVE JURISDICTION. EXCEPT AS PROVIDED IN SUBSECTION (b) BELOW, EACH OF THE PARTIES HERETO AGREES THAT ALL DISPUTES AMONG

THEM ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH, THIS AGREEMENT WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED EXCLUSIVELY BY STATE OR FEDERAL COURTS LOCATED IN BROWARD COUNTY, FLORIDA, BUT THE PARTIES HERETO ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF BROWARD COUNTY, FLORIDA. EACH OF THE PARTIES HERETO WAIVES IN ALL DISPUTES BROUGHT PURSUANT TO THIS SUBSECTION (a) ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE.

(b) OTHER JURISDICTIONS. GRANTOR AGREES THAT THE LENDER SHALL HAVE THE RIGHT TO PROCEED AGAINST GRANTOR OR ITS RESPECTIVE PROPERTY IN A COURT IN ANY LOCATION TO ENABLE SUCH PERSON TO (1) OBTAIN PERSONAL JURISDICTION OVER GRANTOR OR (2) REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS OR (3) ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PERSON. GRANTOR AGREES THAT IT WILL NOT ASSERT ANY COUNTERCLAIMS (UNLESS COMPULSORY) IN ANY PROCEEDING BROUGHT BY SUCH PERSON TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SUCH PERSON. GRANTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH SUCH PERSON HAS COMMENCED A PROCEEDING DESCRIBED IN THIS SUBSECTION (b).

(c) VENUE. GRANTOR IRREVOCABLY WAIVES ANY OBJECTION (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS) WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith IN ANY JURISDICTION SET FORTH ABOVE.

(d) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith. EACH OF THE PARTIES HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) WAIVER OF BOND. GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF ANY PARTY HERETO IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO REALIZE ON THE COLLATERAL, ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PARTY, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT.

(f) ADVICE OF COUNSEL. EACH OF THE PARTIES REPRESENTS TO EACH OTHER THAT IT HAS DISCUSSED THIS AGREEMENT AND, SPECIFICALLY, THE PROVISIONS OF THIS SECTION 18. WITH ITS COUNSEL.

SECTION 19. Notices. All notices or other communications hereunder shall be given in the manner and to the address of the Borrower, in the case of Grantor, and to the address of the Lender, in each case, as set forth in the Credit Agreement.

SECTION 20. Section Titles. The section titles herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

SECTION 21. Execution in Counterparts. This Agreement may be executed in any number of counterparts by the parties hereto, 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.

SECTION 22. Merger. This Agreement represents the final agreement of Grantor and the Lender with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Grantor and the Lender.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CLIFFSTONE CORPORATION

By: [Signature]

Name: Stephen M. Borko, Jr.

Title: CTO

Accepted and agreed to as of the day and year first above written.

THALES TRC, INC.

By: [Signature]

Name: L. E. MANNING

Title: Executive Vice President

SCHEDULE A  
to  
Intellectual Property Security Agreement  
Dated as of September 10, 2001

Intellectual Property

A. List of Patents, Registrations and Domain Names

1. Application for US Patent. Entitled: "System and Method for Visual Application Development Without Programming;" Serial No. **09/410,993**, filed October 1, 1999, and Assignment of Patent to Grantor dated June 2, 2000;

2. U.S. Patent and Trademark Office Certificate of Registration No. **2,249,645**, dated June 1, 1999, for trademark "**Prism**";

3. Application for State of Georgia trademark registration of "**Prism**" filed March 30, 1998; still pending.

4. Grantor has registered the following internet domain names: callcti.com, callcentertechnology.com. Both of these domain names are currently under the name of ImageStream Internet Solutions, Inc.

5. Customer License Agreements:

- (i) Software OEM Agreement with Quantive, LLC, dated January 12, 2000, granting the right to bundle Grantor's licensed software in object code form with Quantive, LLC'S products.
- (ii) License Agreement granting nonexclusive license to Thrifty Rent-A-Car for Prism Server Software in object code form, twenty Prism Supervisor SQL Version 11.5, one Prism Administrator Client and three Vendor Objects, dated December 15, 1999;
- (iii) License Agreement granting nonexclusive license to Anderson Financial Network, Inc. for two Prism Server Software in object code form, two Sybase Adaptive Server Enterprise Version 11.5, seventy-five Prism Supervisor Client, three Prism Administrator Cheat, one Teknekron P&Q Review, and one Kronos Vendor Object, dated December 28, 1999;
- (iv) License Agreement granting nonexclusive license to Lincoln Financial Group for one Prism Server Software in object code form, twenty Prism Clients, two Prism Administrators, one Lucent Vendor Object, one IEX Vendor Object and one ODBC Vendor Object, dated May 18, 2000;

- (v) Development Agreement granting a non-exclusive license to developed software to Hartford Fire Insurance Company, dated February 22, 1999. Customization of software developed shall be owned by Grantor unless otherwise agreed to by the parties.

6. Grantor has been issued licenses or otherwise is authorized to use the following third-party software:

- (i). Sybase ASE Win-NT 1192 and ASE 1192 NT Single, pursuant to Commercial Application Partner Agreement with Sybase dated March 3, 1998; two-year term; automatic renewal for additional one-year periods;
- (ii). Midas Server and Client pursuant to Business Solutions Program Agreement with Borland International, dated May 21, 1998; one-year term with automatic renewal for one-year periods. This relationship includes a VAR Agreement that enables Company to become a non-exclusive VAR of Borland's software comprising Delphi Client/Server 3.0 (Win 95), Jbuilder Client/Server 1.0; and Midas 1.0 (Win95).; and
- (iii). Data Junction DJ Pro Ed and DJ Engine Pro Ed pursuant to Addendum to Alliance Partner Agreement with Data Junction Corporation dated March 31, 1999

7. Grantor has also entered into several agreements with Thales Contact Solutions Limited (an Affiliate of Lender) which include:

- (i) A Software Development Agreement dated August 21, 2000;
- (ii) A Software OEM Agreement dated August 21, 2000; and
- (iii) A Reseller Agreement, dated December 5, 2000, and related to the distribution of Prism software.

STATE OF Georgia )  
 ) SS  
COUNTY OF Fulton )

The foregoing Intellectual Property Security Agreement was acknowledged and executed before me this 17 day of September, 2001, by Stephen A. Beati of Cliffstone Corporation, a company organized under the laws of the State of Georgia, on behalf of such company.

Rebekah L. Jones  
Notary Public

NOTARY PUBLIC  
My commission expires REBEKAH L. JONES  
Fulton County, Georgia  
Commission Expires Sept. 28, 2004

STATE OF Delaware)  
COUNTY OF Delaware) SS

The foregoing Intellectual Property Security Agreement was acknowledged and executed before me this 10th day of September, 2001, by Carl Perry, of Thales TRC, Inc., a company organized under the laws of the State of Delaware, on behalf of such company.

Rebekah L. Jones  
Notary Public

My commission expires  
NOTARY PUBLIC  
REBEKAH L. JONES  
Fulton County, Georgia  
Commission Expires Sept. 28, 2004