



03-07-2002



D\$

Form PTO-107
(Rev. 03/01)102005656
REGISTRATION FORM COVER SHEETU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

PATENTS ONLY

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

EC Outlook, Inc.
9800 Centre Parkway, Suite 530
Houston, Texas 77036

2-28-02

2. Name and address of receiving party(ies)

Name: Venrock Associates

Internal Address: _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Street Address: 30 Rockefeller Plaza, Rm 5508

City: New York State: NY Zip: 10112

Execution Date: 02/14/02

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) _____
See attached Annex A

B. Patent No.(s) _____

Additional numbers attached? ☒ Yes ☐ No

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

Name: Patrick J. DeSouza

Internal Address: _____

Street Address: EC Outlook, Inc.
9800 Centre Parkway, Suite 530

City: Houston State: TX Zip: 77036

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 160.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Patrick J. DeSouza

Name of Person Signing

Patrick J. DeSouza
Signature2/26/02
Date

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

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

03/06/2002 6TON11 00000348 09767442

01 FC:581

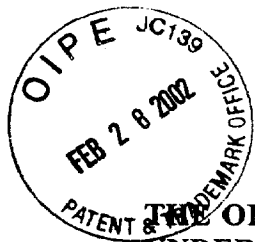
160.00 OP

PATENT
REEL: 012628 FRAME: 0686

Annex A

Patent Application Nos.

Application No.	Date	Name
09767442	01222001	System and Method for Conducting Electronic Commerce
60312974	08172001	Method of Storing, Maintaining, and Distributing Computer Intelligible Electronic Data
60314715	08242001	System and Method for Analyzing Computer Intelligible Electronic Data
Pending	12292001	System and Method for Introducing Programming Constructs into Computer Intelligible Electronic Data



THE OBLIGATIONS OF DEBTOR AND THE RIGHTS OF THE SECURED PARTIES UNDER THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ARE SUBJECT TO THE RIGHTS OF SILICON VALLEY BANK PURSUANT TO THAT CERTAIN SUBORDINATION AGREEMENT DATED FEBRUARY 13, 2002, BY AND BETWEEN SUCH DEBTOR, SILICON VALLEY BANK AND THE OTHER PARTIES NAMED THEREIN.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") is made this 14th day of February 2002, by and among EC Outlook, Inc., a Delaware corporation ("**Debtor**"), Venrock Associates ("**Venrock**"), as collateral agent ("**Collateral Agent**"), and the Secured Parties listed on the signature pages hereto.

PRELIMINARY MATTERS

A. Debtor and the Secured Parties have entered into a Note and Warrant Purchase Agreement (the "**Purchase Agreement**") dated the date hereof and Debtor has executed or will execute a Subordinated Secured Convertible Promissory Note (each a "**Note**" and collectively, the "**Notes**") in favor of each Secured Party.

B. In order to induce each Secured Party to extend the credit evidenced by the Note, Debtor has agreed to enter into this Security Agreement and to grant Collateral Agent the security interest in the Collateral described below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby agrees with Collateral Agent and the Secured Parties as follows:

1. **Definitions and Interpretations.** When used in this Agreement, the following terms shall have the following respective meanings:

"**Collateral**" has the meaning given to that term in Section 3 hereof.

"**Indebtedness**" means all indebtedness and obligations of Debtor to the Secured Parties whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or pursuant to the terms of the Notes.

"**UCC**" means the Uniform Commercial Code as in effect in the State of New York from time to time.

All capitalized terms not otherwise defined herein have the respective meanings given in the Notes. Unless otherwise defined herein, all terms defined in the UCC have the respective meanings given to those terms in the UCC.

2. Grant of Security Interest. As security for the Indebtedness, Debtor hereby grants to Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all rights, title and interests of Debtor in and to the property described in Section 3 hereof. Collateral Agent and the Secured Parties expressly disclaim any rights against the officers or directors individually, or any interest in the property of any officer or director of the Debtor.

3. Collateral. "*Collateral*" means all right, title and interest of Debtor now owned or hereafter acquired in and to the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "*Copyrights*");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Debtor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "*Patents*");

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "*Trademarks*");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "*Mask Works*");

(g) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

4. Authorization and Request. Debtor authorizes and requests that the Register of Copyright and Commissioner of Patents and Trademarks record this Agreement.

5. Representations, Warranties and Agreements of Debtor. Debtor hereby represents and warrants to and agrees with Collateral Agent and the Secured Parties that:

(a) Except for the security interest granted in this Agreement and the security interest granted to Silicon Valley Bank pursuant to that certain Security Agreement dated January 31, 2002, by and between the Company and Silicon Valley Bank (the "*SVB Security Agreement*"), Debtor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Debtor to its customers in the ordinary course of business.

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Debtor is bound, except to the extent that certain intellectual property license agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Agreement constitutes a security interest.

(c) Except as provided by the SVB Security Agreement, during the term of this Agreement Debtor will not transfer or otherwise encumber any interest in the Collateral, except for and in connection with non-exclusive licenses granted by Debtor in the ordinary course of business or as set forth in this Agreement;

(d) To Debtor's knowledge, each of the Patents is valid and enforceable, no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(e) Debtor shall promptly advise Collateral Agent of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Debtor in or to any Trademark, Patent, Copyright or Mask Work specified in this Agreement;

(f) Debtor shall (i) use commercially reasonable best efforts to protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights and Mask Works (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents, Copyrights or Mask Works and promptly advise Collateral Agent in writing of material infringements detected and (iii) not allow any material Trademarks, Patents, Copyrights or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Collateral Agent, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Debtor will register with the United States Copyright Office to the extent its Board of Directors deems, in good faith, appropriate for the development of Debtor's business (i) any software material to the business of Debtor it has, develops or acquires, including those in Exhibit A to this Agreement, within 60 days of the date hereof and (ii) additional software rights

developed or acquired, including significant revisions, additions or improvements to the software or revisions, additions or improvements which significantly improve the functionality of the software, after the date hereof before the sale or licensing to any third party of the software or any product based on or containing any software. Debtor will promptly notify Collateral Agent upon Debtor's filing of any application or registration of any intellectual property rights with the United States Patent and Trademark Office and Debtor will execute and deliver any and all instruments and documents as Collateral Agent may require to evidence or perfect the security interest of the Secured Parties in such application or registration;

(h) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Debtor first has rights in such after acquired Collateral, in favor of the Secured Parties a valid and perfected security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes upon making the filings referred to in subsection (i) below;

(i) To Debtor's knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, except for, and upon, the filing of financing statements under the UCC (together with the appropriate fees) and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Debtor in the United States or (ii) for the perfection in the United States or the exercise by Collateral Agent of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Collateral Agent by or on behalf of Debtor with respect to the Collateral is accurate and complete in all material respects;

(k) Except for any future amendment to the SVB Security Agreement, Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Collateral Agent's prior written consent, which consent shall not be unreasonably withheld. Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Debtor's rights and interest in any property included within the definition of the Collateral acquired under such contracts, except that any such contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts; and

(l) Upon any executive officer of Debtor obtaining actual knowledge thereof, Debtor will promptly notify Collateral Agent in writing of any event that materially adversely affects the value of any material Collateral, the ability of Debtor to dispose of any material Collateral or the rights and remedies of Collateral Agent in relation thereto, including the levy of any legal process against any of the Collateral.

6. Further Assurances. On a continuing basis, Debtor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including, without limitation, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights and the State of Delaware, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Collateral Agent, to perfect the Secured Parties' security interest in all Copyrights, Patents, Trademarks and Mask Works and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Collateral Agent the grant or perfection of a security interest in all Collateral; provided, however, that Debtor's obligation to register Collateral for such purpose shall be governed by Section 4(g) above.

7. Events of Default. Debtor shall be in default under this Agreement upon the occurrence of an Event of Default under the Notes (each, an "*Event of Default*").

8. Authorized Action by Agent. Debtor hereby irrevocably appoints Collateral Agent as its attorney-in-fact with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, to perform any act which Debtor is obligated by this Agreement to perform, and may exercise such rights and powers as Debtor might exercise with respect to the Collateral, including the right to:

(a) collect by legal proceeding or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral;

(b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for, the Collateral;

(c) insure, process and preserve the Collateral;

(d) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral;

(e) pay any indebtedness of Debtor relating to the Collateral;

(f) to execute, deliver and cause to be placed of record any and all documents that may be necessary or desirable to effect the transfer of all or any portion of the Collateral pursuant to the exercise by or on behalf of any Secured Party of its remedies with respect thereto; and

(g) execute UCC financing statements, recordation filings and other documents, instruments and agreements required hereunder.

provided, however, that Collateral Agent shall not exercise the powers in clauses (a) through (e) prior to an Event of Default. Debtor agrees to reimburse Collateral Agent promptly upon demand for any reasonable costs and expenses, including reasonable attorneys' fees, that

Collateral Agent may incur while acting as Debtor's attorney-in-fact hereunder, all of which costs and expenses are included in the Indebtedness. It is further agreed and understood between the parties hereto that such care as Collateral Agent gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in Collateral Agent's possession; provided, however, that Collateral Agent shall not be required to make any presentment, demand or protest, or to give any notice, and need not take any action to preserve any rights against any prior party or any other person in connection with the Indebtedness or with respect to the Collateral.

9. Remedies. Upon the occurrence and during the continuance of any Event of Default, Collateral Agent shall have the rights of a secured creditor under the UCC, all rights granted by this Agreement and by law, including the right to:

(a) require Debtor to assemble the Collateral and make it available to the Collateral Agent at a place to be designated by Collateral Agent; and

(b) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent Collateral Agent deems appropriate in connection with such preparation and disposition without charge, use any trademark, trade name, copyright, patent or technical process used by Debtor.

Debtor hereby agrees that ten days prior written notice of any intended sale or disposition of any Collateral is reasonable.

10. Collateral Agent.

(a) Appointment. The Secured Parties hereby appoint Venrock as collateral agent for the Secured Parties under this Agreement (in such capacity, "***Collateral Agent***") to serve from the date hereof until the termination of this Agreement. Venrock hereby accepts such appointment as Collateral Agent.

(b) Powers and Duties of Collateral Agent; Indemnity by Secured Parties.

(i) Each Secured Party hereby irrevocably authorizes the Collateral Agent to take such action and to exercise such powers hereunder as provided herein or as requested in writing by the holders of Notes representing at least a majority of the then-outstanding aggregate principal amount of the Notes in accordance with the terms hereof, together with such powers as are reasonably incident thereto. Collateral Agent may execute any of its duties hereunder by or through agents or employees, shall be entitled to request and act in reliance upon the advice of counsel concerning all matters pertaining to its duties hereunder and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance therewith.

(ii) Neither the Collateral Agent nor any of its partners, directors, officers, employees, representatives or agents shall be liable or responsible to any Secured Party or to Debtor for any action taken or omitted to be taken by Collateral Agent or any other such person hereunder or under any related agreement, instrument or document, except in

the cases of gross negligence or willful misconduct on the part of Collateral Agent, nor shall Collateral Agent or any of its partners, directors, officers, employees, representatives or agents be liable or responsible for (i) the validity, effectiveness, sufficiency, enforceability or enforcement of the Notes, this Agreement or any instrument or document delivered hereunder or relating hereto; (ii) the title of Debtor to any of the Collateral or the freedom of any of the Collateral from any prior or other liens or security interests; (iii) the determination, verification or enforcement of Debtor's compliance with any of the terms and conditions of this Agreement; (iv) the failure by Debtor to deliver any instrument or document required to be delivered pursuant to the terms hereof; or (v) the receipt, disbursement, waiver, extension or other handling of payments or proceeds made or received with respect to the Collateral, the servicing of the Collateral or the enforcement or the collection of any amounts owing with respect to the Collateral.

(iii) In the case of this Agreement and the transactions contemplated hereby and any related document relating to any of the Collateral, each of the Secured Parties agrees to pay to Collateral Agent, on demand, its pro rata share of all fees and all expenses incurred in connection with the operation and enforcement of this Agreement, the Notes or any related agreements to the extent that such fees or expenses have not been paid by Debtor. In the case of this Agreement and each instrument and document relating to any of the Collateral, each of the Secured Parties hereby agrees to hold Collateral Agent and its partners, directors, officers, employees, representatives and agents harmless, and to indemnify each of them from and against any and all loss, damage, expense or liability which may be incurred by such indemnitee under this Agreement and the transactions contemplated hereby and any related agreement or other instrument or document, as the case may be, unless such liability be caused by the willful misconduct or gross negligence of such indemnitee.

11. Indemnity. Debtor agrees to defend, indemnify and hold harmless Collateral Agent and each Secured Party and their partners, officers, employees and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement and (b) all losses or expenses in any way suffered, incurred, or paid by them as a result of or in any way arising out of, following or consequential to transactions between Debtor and them, whether under this Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except in the case of any indemnitee, for losses arising from or out of such indemnitee's gross negligence or willful misconduct.

12. Miscellaneous.

(a) Notices. All notices and other communications hereunder shall be in writing or by facsimile and shall be deemed to have been duly made when delivered in person or sent by facsimile, same day or overnight courier, or 72 hours after having been deposited in the United States first class or registered or certified mail return receipt requested, postage prepaid, to a party at the address set forth below (which may be changed in accordance with these notice procedures):

(i) If to Collateral Agent:

Venrock Associates
30 Rockefeller Center
Room 5508
New York, New York 10005

(ii) If to Borrower:

EC Outlook, Inc.
Attn: Chief Executive Officer
9800 Centre Parkway
Suite 530
Houston, Texas 77036

with a copy (which shall not constitute notice) to:

Brobeck, Phleger & Harrison LLP
4801 Plaza on the Lake
Austin, Texas 78746
Attn: J. Matthew Lyons, P.C.
Fax: (512) 330-4001

(iii) If to a Secured Party:

At the address set forth below such Secured Party's name
on the signature pages herewith.

(b) Nonwaiver. No failure or delay on Collateral Agent's part in exercising any right hereunder shall operate as a waiver thereof or of any right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(c) Amendments and Waivers. This Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by the holders of Notes representing greater than a majority of the then-outstanding principal amount of the Notes voting or acting, together, as a single class; provided that any amendment that affects one Secured Party disproportionately among the other Secured Parties must be approved by the Secured Party against whom it relates; provided further that the rights and obligations of the Collateral Agent may not be amended without its approval. Any amendment or waiver effected in accordance with this Section shall be binding upon Debtor, the Collateral Agent and the Secured Parties.

(d) Assignments. This Agreement shall be binding upon and inure to the benefit of Collateral Agent and Debtor and their respective successors and assigns; provided, however, that Debtor may not sell, assign or delegate rights and obligations hereunder without the prior written consent of Collateral Agent.

(e) Rights Cumulative. The rights and remedies of Collateral Agent hereunder are cumulative, and the exercise (or waiver) of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other rights and remedies of Collateral Agent. No delay on the part of the Collateral Agent in the exercise of any power or right under this Agreement or under any other instrument executed pursuant hereto shall operate as a waiver thereof, nor shall a single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

(f) Construction. Each of this Agreement and the Notes is the result of negotiations among, and has been reviewed by, Debtor, Collateral Agent and their respective counsel. Accordingly, this Agreement and the Notes shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against Debtor or Collateral Agent.

(g) Headings. The headings appearing in this Agreement have been inserted for convenience of reference only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

(h) Governing Law. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to conflicts of law principles.

(i) Expenses. Debtor shall pay the reasonable fees and expenses, including reasonable attorneys fees and expenses, incurred by Collateral Agent in connection with custody, preservation or sale of, or other realization on, any of the Collateral or the enforcement or attempt to enforce any of the Indebtedness that is not performed as and when required by this Agreement.

(j) Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be executed as of the day and year first written above.

DEBTOR:

EC OUTLOOK, INC.

By: P. Matthew Verduyn
Name: P. Matthew Verduyn
Title: President & CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGED AND AGREED:

COLLATERAL AGENT:

VENROCK ASSOCIATES

By: T. R. Frederick
Name: T.R. Frederick
Title: General Partner

Address: 30 Rockefeller Plaza
Room 5508
New York, NY 10112

Intellectual Property Security Agreement

SECURED PARTIES:

VENROCK ASSOCIATES

By: T. R. Frederick
Name: T.R. Frederick
Title: General Partner

VENROCK ASSOCIATES III, L.P.

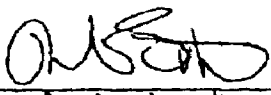
By: Venrock Management III LLC
Its: General Partner

By: T. R. Frederick
Name: T.R. Frederick
Title: Member

Address: 30 Rockefeller Plaza
Room 5508
New York, NY 10112

Intellectual Property Security Agreement

I-HATCH VENTURES, L.P.

By: 
Name: Andrew Sitten
Member (CO) of i-hatch ventures, LLC its General Partner
599 Broadway 11th floor
Address
NY NY 10012
City, State, Zip
Facsimile 212 208 2505

I-HATCH ADVISORS, L.P.

By: _____
Name: _____
Title: _____
Address

City, State, Zip

Facsimile

**THE BARING LATIN AMERICAN
PRIVATE EQUITY FUND L.P.**

By: _____
Name: _____
Title: _____
Address

City, State, Zip

Facsimile

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

i-HATCH VENTURES, L.P.

By: _____
Name: _____
Member _____

Address _____

City, State, Zip _____

Facsimile _____

i-HATCH ADVISORS, L.P.


By: _____
Name: _____
Title: _____

Address _____

City, State, Zip _____

Facsimile _____

**THE BARING LATIN AMERICAN
PRIVATE EQUITY FUND L.P.**

By:  _____
Name: DENISE J. BANKS
Title: DIRECTOR - BARING LATIN AMERICA FUND MANAGERS LTD
AS GENERAL PARTNER TO BARING LATIN AMERICA (GP) LP AS GENERAL
PARTNER
Address 13-15 VICTORIA ROAD
ST PETER PORT
City, State, Zip GUERNSEY
CHANNEL ISLANDS
Facsimile GB
(44) 1481 75219

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SECURED PARTIES:

[signature block for individuals:]

Print Name: _____

[signature block for entities:]

Latter River Inc.
[print name of entity in the line above]

By: [Signature]
Name: Roberto Siqueira-Melo
Title: Vice President

note: as per condition
specified on the note and
warrant purchase agreement.

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

Copyrights

- Published Application Serial No. 76/243,423 for CONNECT. SHARE. PROSPER. filed April 18, 2001.
- Allowed Application Serial No. 75/748,055 for EC OUTLOOK.COM filed July 12, 1999.

EXHIBIT B

Patents and Patent Applications

<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Patent No.</u>
SDI Server	09/767,442	1/22/2001	Pending	n/a
Project X	60/312,974	8/24/2001	Pending	n/a
File FX	60/314,715	12/05/2001	Pending	n/a
Rxml	12/29/2001	12/19/2001	Pending	n/a

EXHIBIT C

Trademarks

<u>Name</u>	<u>Date Filed</u>	<u>Registration No.</u>	<u>Date Registered</u>
ECOultook.com.	7/12/1999	75/748,055	Pending
Connect.Share.Prosp.	4/18/2001	76/243423	Pending
CBRM	12/31/2001	78/086345	Pending
CBRML	12/31/2001	78/086346	Pending
Collaborative Business Relationship Management Language	1/09/2002	78/086352	Pending
Collaborative Business Relationship Markup Language	1/09/2002	78/086353	Pending

EXHIBIT D

Mask Works

<u>Mask Work Description</u>	<u>Country</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Status</u>