

03-18-2002

Form PTO-1595
(Rev. 03/01)

RE



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

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102019339

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

1. Name of conveying party(ies):

Curl Corporation

2-26-02

2. Name and address of receiving party(ies)

Name: Baker Communications Fund, L.P.
(as Collateral Agent)

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: 540 Madison Avenue

City: New York State: NY Zip: 10622

Execution Date: February 21, 2002

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 Schedule B attached

B. Patent No.(s)

6,301,646

Additional numbers attached? Yes No

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

Name: Cathleen Kirby, Legal Assistant

Internal Address: Pepper Hamilton LLP

3000 Two Logan Square

Street Address: Eighteenth and Arch Streets

City: Philadelphia State: PA Zip: 19103-2799

6. Total number of applications and patents involved: 75

7. Total fee (37 CFR 3.41).....\$ 3,000.00

- Enclosed
- Authorized to be charged to deposit account if additional funds needed

8. Deposit account number:

16-1322

(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.

Cathleen Kirby

Name of Person Signing

Signature

February 22, 2002

Date

03/15/2002 DBYRNE 00000278 6301646

Total number of pages including cover sheet, attachments, and documents: 40

01 FC:581

3000.00 Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 012683 FRAME: 0248

Schedule B

CURL CORPORATION

U.S. Issued Patents

<i>Patent No.</i>	<i>Issue Date</i>
6,301,646	10/09/2001

U.S. Pending Patent Applications

<i>Application No.</i>	<i>Filing Date</i>
6,301,646	10/09/2001
09/364,462	07/30/1999
09/364,469	07/30/1999
09/323,430	06/01/1999
09/933,355	08/20/2001
09/364,470	07/30/1999
09/625,651	07/26/2000
09/410,264	09/30/1999
09/540,053	03/31/2000
09/607,120	06/29/2000
09/364,700	07/30/1999
09/365,057	07/30/1999
09/409,290	09/30/1999
09/672,562	09/28/2000
09/760,031	01/12/2001
09/406,883	09/28/1999
09/667,472	09/22/2000
09/474,562	12/29/1999

<i>Application No.</i>	<i>Filing Date</i>
09/666,708	09/21/2000
09/672,713	09/28/2000
09/671,034	09/27/2000
09/671,039	09/27/2000
09/672,565	09/28/2000
09/760,391	01/12/2001
09/965,392	09/27/2001
09/759,697	01/12/2001
09/672,564	09/28/2000
09/760,265	01/12/2001
09/672,579	09/28/2000
09/759,695	01/12/2001
09/736,949	12/14/2000
60/278,828	03/26/2001
09/818,302	03/27/2001
60/297,093	06/07/2001
09/966,564	09/27/2001
60/328,465	10/11/2001
60/328,556	10/11/2001
09/267,269	03/12/1999
09/936,752	09/12/2001
09/677,482	09/28/2000
09/678,178	09/28/2000
09/676,415	09/28/2000
09/676,000	09/28/2000
09/677,480	09/28/2000

<i>Application No.</i>	<i>Filing Date</i>
09/877,636	06/08/2001
PCT/US00/06242	03/10/2000
PCT/US00/19719	07/19/2000
PCT/US00/19769	07/20/2000
PCT/US00/19917	07/20/2000
PCT/US00/25216	09/15/2000
PCT/US01/19537	06/19/2001
PCT/US00/19876	07/20/2000
PCT/US00/19655	07/19/2000
PCT/US00/19717	07/19/2000
PCT/US00/19999	07/20/2000
PCT/US00/25689	09/20/2000
PCT/US00/29907	10/30/2000
PCT/US00/25217	09/15/2000
PCT/US01/29318	09/19/2001
PCT/US00/34822	12/20/2000
PCT/US01/28468	09/12/2001
PCT/US01/29888	09/25/2001
PCT/US01/41732	08/15/2001
PCT/US00/29861	10/31/2000
PCT/US01/30718	09/28/2001
PCT/US00/29853	10/31/2000
PCT/US00/30021	10/31/2000
PCT/US00/29899	10/30/2000
PCT/US01/48939	12/13/2001
PCT/US01/30564	09/28/2001

<i>Application No.</i>	<i>Filing Date</i>
PCT/US01/42337	09/27/01
PCT/US01/30142	09/27/01
PCT/US01/42341	09/27/01
PCT/US01/42339	09/27/01
PCT/US01/30253	09/27/01
[Newly Filed App. - Number Unknown]	01/30/02

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, modified or otherwise supplemented from time to time, this "**Security Agreement**"), dated as of February 21, 2002, is executed by CURL CORPORATION, a Delaware corporation (together with its successors and assigns, the "**Company**"), in favor of Baker Communications Fund, L.P. (the "**Collateral Agent**") on behalf of the parties (collectively, the "**Secured Parties**") listed on the Schedule of Investors attached as Schedule I to the Purchase Agreement (as herein defined).

RECITALS

A. The Secured Parties are the holders of Secured Convertible Promissory Notes of the Company of even date herewith (as such may be amended, modified, extended, and renewed from time to time, the "**Note**"), pursuant to which the Secured Parties are making a loan to the Company in the original aggregate principal amount of _____ Dollars (\$_____) and other good and valuable consideration.

B. It is a condition precedent to finalizing such loans that the Company shall have entered into this Intellectual Property Security Agreement ("**IP Agreement**") granting the Collateral Agent on behalf of the Secured Parties a security interest in the collateral described in this Agreement as security for payment of the Obligations (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations (as defined below), the Company hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Company's Obligations, the Company hereby grants a security interest in all of the Company's right, title and interest in, to and under the Software Collateral, Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral, now or hereafter existing, created, acquired or held, if any (all of which shall collectively be called the "**Intellectual Property Collateral**") to the Collateral Agent on behalf of the Secured Parties. As used herein,

(a) "**Software Collateral**" means:

(i) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter developed, designed or acquired by the Company;

(ii) all firmware associated with the property described in clause (i) of this definition, and any computer hardware owned by the Company;

(iii) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (i) through (ii); and

(iv) all rights with respect to all of the foregoing, including without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

(b) **“Copyright Collateral”** means all copyrights of the Company in addition to the Software Collateral and all semi-conductor chip product mask works of the Company, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world, including, without limitation, all of the Company’s right, title and interest in and to all copyrights and mask works registered in the United States Copyright Office or anywhere else in the world and also including, without limitation, those set forth on Exhibit A attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright and mask work licenses, including each copyright and mask work license (whether as licensee or licensor) referred to in Exhibit A, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

(c) **“Patent Collateral”** means:

(i) all of the Company’s letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world, whether now existing or hereafter acquired (current patents are listed on Exhibit B);

(ii) all patent licenses of the Company (whether as licensee or licensor);

(iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (i) and (ii) of this definition; and

(iv) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to herein, and for breach or enforcement of any patent license, including any patent license referred to herein, and all rights corresponding thereto throughout the world.

(d) **“Trade Secrets Collateral”** means all common law and statutory trade secrets and all other confidential or proprietary or useful information of the Company and all know-how obtained by or used in or contemplated at any time for use in the business of the Company (all of the foregoing being collectively called a **“Trade Secret”**), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret

licenses of the Company (whether as licensee or licensor), including each Trade Secret license referred to herein, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

(e) **“Trademark Collateral”** means:

(i) all of the Company’s trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (i) being collectively called a **“Trademark”**), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country (current trademarks are listed on Exhibit C);

(ii) all Trademark licenses (whether as licensee or licensor);

(iii) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) of this definition;

(iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii); and

(v) all proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to herein, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

2. Obligations Secured. The foregoing assignment and security interest is made for the purpose of securing, in such order as the Collateral Agent on behalf of the Secured Parties may elect, the complete and timely payment of all indebtedness under the Notes (collectively, the **“Obligations”**).

3. Covenants and Warranties. The Company represents, warrants, covenants and agrees as follows:

(a) Except for the patent applications listed on Exhibit D, the Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in the Intellectual Property Collateral, free and clear of any liens, charges and encumbrances except for those created hereunder and except for nonexclusive licenses granted by the Company to its customers in the ordinary course of business;

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

(c) During the term of this IP Agreement, the Company will not transfer, assign, sell, hypothecate, or otherwise encumber any interest in the Intellectual Property Collateral, except for nonexclusive licenses granted by the Company in the ordinary course of business or as set forth in this IP Agreement and except for security interests in such Intellectual Property Collateral existing as of the date hereof and except for the assignment of the copyright in certain materials prepared by the Company to publishers who intend to publish articles or books incorporating such material;

(d) The Company agrees that simultaneously with execution of this IP Agreement, and upon any amendment of Exhibit A, B or C, the Company shall execute the form of Notice appended hereto as Schedule I (each, a "Notice") with respect to each Patent, Trademark or Copyright Collateral now owned or hereafter acquired, and shall deliver it to the Collateral Agent on behalf of the Secured Parties for recording in the Patent and Trademark Office or Copyright Office so as to record formally this IP Agreement.

(e) The Company shall promptly advise the Collateral Agent on behalf of the Secured Parties of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any ownership right of the Company in or to any Trademark, Patent, Copyright, or other Intellectual Property Collateral specified in this IP Agreement and any abandonment, forfeiture or dedication to the public of the Computer Hardware and Software, Trademarks, Patents, Copyrights and other Intellectual Property Collateral specified in this IP Agreement;

(f) The Company shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights and other Intellectual Property Collateral, (ii) apply for registration of non-registered Patent, Trademark and Copyright Collateral for which the Company determines, in the Company's sole discretion, such registration is appropriate, as they are created, adopted or used and shall reasonably diligently prosecute such applications for which the Company determines that such prosecution is appropriate, (iii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights and other Intellectual Property Collateral and promptly advise the Collateral Agent on behalf of the Secured Parties in writing of material infringements detected, and (iv) not allow any Trademarks, Patents, Copyrights, or other Intellectual Property Collateral to be abandoned, forfeited or dedicated to the public without the written consent of the Collateral Agent on behalf of the Secured Parties, which shall not be unreasonably withheld, unless the Company determines that reasonable business practices suggest that abandonment is appropriate;

(g) The Company shall promptly notify the Collateral Agent on behalf of the Secured Parties of all after-acquired intellectual property, whether owned, developed or acquired by the Company and shall notify the Collateral Agent on behalf of the Secured Parties of any

filed applications to register or patents issued after the execution hereof. Any expenses incurred in connection with such applications shall be borne by the Company.

(h) The Company shall take such actions as the Collateral Agent on behalf of the Secured Parties may reasonably request from time to time to perfect or continue the perfection of the Collateral Agent on behalf of the Secured Parties' interest in the Intellectual Property Collateral;

(i) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time the Company first has rights in such after acquired Intellectual Property Collateral, in favor of the Collateral Agent on behalf of the Secured Parties a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Notes upon making the filings referred to in clause (j) below;

(j) To its knowledge, except in the case of the patent applications listed on Exhibit D, and except for, and upon, the filing with the United States Patent and Trademark Office and as required in the applicable local laws 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 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 of U.S. regulatory body is required either (i) for the grant by the Company of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by the Company in the United States or (ii) for the perfection in the United States or the exercise by the Collateral Agent on behalf of the Secured Parties of its rights and remedies thereunder;

(k) To the best of the Company's knowledge, all information heretofore, herein or hereafter supplied to the Collateral Agent on behalf of the Collateral Agent on behalf of the Secured Parties by or on behalf of the Company with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(l) The Company shall not enter into any agreement that would materially impair or conflict with the Company's obligations hereunder without the Collateral Agent on behalf of the Secured Parties' prior written consent, which consent shall not be unreasonably withheld. The Company 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 the Company's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts;

(m) The Company shall not take any action, nor enter into any license, royalty, assignment or other agreement which is inconsistent with the Company's obligations under this IP Agreement and shall give the Collateral Agent on behalf of the Secured Parties thirty (30) days' prior written notice of any proposed license, royalty, assignment or other agreement, except non-exclusive licenses granted by the Company in the ordinary course of business; and

(n) Upon any executive officer of the Company obtaining actual knowledge thereof, the Company will promptly notify the Collateral Agent on behalf of the Secured Parties in writing of any event aside from those occurring in the normal course of business or in the normal course of prosecuting or pursuing right in Intellectual Property that materially adversely affects the value of any material Intellectual Property Collateral, the ability of the Company to dispose of any material Intellectual Property Collateral, and the rights and remedies of the Collateral Agent on behalf of the Secured Parties in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Authorization to File Financing Statements. The Company hereby irrevocably authorizes the Collateral Agent on behalf of the Secured Party at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of the Company or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Company is an organization, the type of organization and any organization identification number issued to the Company and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Company agrees to furnish any such information to the Collateral Agent on behalf of the Secured Party promptly upon request. The Company also ratifies its authorization for the Collateral Agent on behalf of the Secured Party to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

5. Covenants Concerning the Company's Legal Status. The Company covenants with the Collateral Agent on behalf of the Secured Party as follows: (a) without providing at least 30 days prior written notice to the Collateral Agent on behalf of the Secured Party, the Company will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if the Company does not have an organizational identification number and later obtains one, the Company shall forthwith notify the Collateral Agent on behalf of the Secured Party of such organizational identification number, and (c) the Company will not change its type of organization, jurisdiction of organization or other legal structure.

6. Rights of Collateral Agent; Limitations on Collateral Agent's Obligations.

(a) The powers conferred on the Collateral Agent hereunder are solely to protect the Collateral Agent's interests in the Collateral and shall not impose any duty upon the Collateral Agent to exercise any such powers. The Collateral Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees or agents shall be responsible to the Company for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

(b) The Company also authorizes the Collateral Agent, from time to time during any period in which an Event of Default is continuing, to execute, in connection with the sale provided for herein, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) If the Company fails to perform or comply with any of its agreements contained herein and the Collateral Agent, as provided for by the terms of this IP Agreement and following reasonable notice to the Company, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of the Collateral Agent incurred in connection with such performance or compliance shall be payable by the Company to the Collateral Agent on demand and shall constitute Obligations secured hereby.

(d) Neither the Collateral Agent nor any of its partners, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Grantor or otherwise. In the event that the Collateral Agent shall have physical possession of any of the Collateral pursuant to the terms of this IP Agreement, the Purchase Agreement or the Notes, the Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under the UCC or otherwise, shall be to deal with it in the same manner as the Collateral Agent deals with similar property for its own account.

(e) Baker Communications Fund, L.P. is appointed and authorized to act on behalf of the Secured Party under this IP Agreement until such time as a replacement is appointed and authorized by the Secured Parties.

(f) Company shall reimburse and indemnify the Collateral Agent and the Secured Parties for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 6.

7. Responsibility of the Company. In furtherance and not limitation of the other provisions of this Section 7, neither the Collateral Agent nor the Secured Parties shall have any duty or responsibility with respect to the Intellectual Property Collateral or its preservation. The Company acknowledges and agrees that it has reviewed the terms of this IP Agreement with counsel of its choosing and that the Company has determined that neither execution, delivery nor performance of this Agreement by the Company or the Collateral Agent on behalf of the Secured Parties will in any way impair the Intellectual Property Collateral or the Company's right, title and interest therein, subject to the purpose of this IP Agreement which is to impose a lien thereon in favor of the Collateral Agent on behalf of the Secured Parties.

8. Conduct of Business; Inspection Rights. In order to preserve and protect the goodwill associated with the Intellectual Property Collateral, the Company covenants that it shall make commercially reasonable efforts to maintain the quality of the products and services sold under or in connection with the Intellectual Property Collateral and shall not at any time permit any impairment of the quality of said products and services. The Company hereby grants to the Collateral Agent on behalf of the Secured Parties and its employees, representatives and agents the right to visit the Company, during reasonable hours upon prior reasonable written notice to

the Company, and any of the Company's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to the Company and as often as may be reasonably requested; provided, however, nothing herein shall entitle the Collateral Agent on behalf of the Secured Parties access to the Company's trade secrets and other proprietary information. The foregoing provisions of this Section 8 shall become applicable to the Company at such time as the Company has developed products and services capable of being sold to the public.

9. Further Assurances; Attorney in Fact.

(a) On a continuing basis, and at the Company's sole expense, the Company shall, 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 appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by the Collateral Agent on behalf of the Secured Parties, to create, preserve, continue, charge, validate or perfect the Collateral Agent on behalf of the Secured Parties' security interest in all Computer Software, Copyrights, Patents, Trademarks, and other Intellectual Property Collateral and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to the Collateral Agent on behalf of the Secured Parties the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) The Company hereby irrevocably appoints the Collateral Agent on behalf of the Secured Parties as the Company's attorney-in-fact, with full authority in the place and stead of the Company and in the name of the Company, the Collateral Agent on behalf of the Secured Parties or otherwise, from time to time in the Collateral Agent on behalf of the Secured Parties' discretion to take any action and to execute any instrument to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining the Company's approval of or signature to such modification by amending any Exhibit hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks, and other Intellectual Property Collateral acquired by the Company after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, and other Intellectual Property Collateral in which the Company no longer has or claims any right, title or interest, provided that the Collateral Agent on behalf of the Secured Parties shall deliver to the Company written notice of such modification within a reasonable time after such modification;

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of the Company where permitted by law; and

(iii) Upon the occurrence of an Event of Default as defined in Section 10, to endorse the Company's name on all applications, documents, papers and instruments necessary for the Collateral Agent on behalf of the Secured Parties to use the Intellectual Property Collateral, or to grant or issue any exclusive or non-exclusive license under the Intellectual Property Collateral to any third person, or necessary for the Secured Parties to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral, including the goodwill and equipment associated therewith, to the Collateral Agent on behalf of the Secured Parties or any third person.

(c) The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this IP Agreement.

10. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) an Event of Default occurs under any of the Notes; or

(b) The Company materially breaches any representation or warranty in this IP Agreement, provided that the Company is provided with written notice of such breach, and such breach is not cured within thirty (30) days of the Company's receipt of such written notice; or

(c) The Company creates, permits, or suffers the creation of any liens, security interests, or any other encumbrances on any of its property, real or personal, except (i) those in favor of the Collateral Agent on behalf of the Secured Parties as security for the Obligations, and (ii) other valid and perfected security interests existing as of the date hereof, provided that the Company shall have ten (10) days to remove, or purge or satisfy any such lien, security interest or encumbrance that is both non-consensual and not in favor of any government entity; or

(d) The Company materially breaches any other covenant or agreement made by the Company in this IP Agreement, and such breach shall continue after the expiration of thirty (30) days following written notice from the Collateral Agent on behalf of the Secured Parties to the Company of such failure.

11. Remedies.

(a) Upon the occurrence and continuance of an Event of Default, the Company's rights to use the Intellectual Property Collateral shall terminate forthwith and the Collateral Agent on behalf of the Secured Parties shall have the right to exercise all the remedies of a secured party under the Uniform Commercial Code and any applicable federal law, including without limitation the right to require the Company to assemble the Intellectual Property Collateral and any tangible property in which the Collateral Agent on behalf of the Secured Parties has a security interest and to make it available to the Collateral Agent on behalf of the Secured Parties at a place designated by the Collateral Agent on behalf of the Secured Parties. The Collateral Agent on behalf of the Secured Parties shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and other Intellectual Property Collateral

to the extent reasonably necessary to permit the Collateral Agent on behalf of the Secured Parties to exercise their rights and remedies upon the occurrence of an Event of Default. The Company will pay any expenses (including reasonable attorneys' fees) incurred by the Collateral Agent on behalf of the Secured Parties in connection with the exercise of any of the Collateral Agent on behalf of the Secured Parties' rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of the Secured Parties' rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

(b) Upon the occurrence and continuance of an Event of Default, without limiting the generality of the foregoing, the Collateral Agent on behalf of the Secured Parties may immediately, without demand of performance and without advertisement, require the Company to assign of record the Intellectual Property Collateral to the Collateral Agent on behalf of the Secured Parties (or its assignees), and beneficially, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Intellectual Property Collateral and the goodwill associated therewith, or any interest which the Company has therein, and after deducting from the proceeds of said sale or other disposition of the Intellectual Property Collateral all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the obligations as set forth in the Note and under applicable law. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. Prior notice of any sale or other disposition of the Intellectual Property Collateral need not be given to the Company unless otherwise required by law (and if notice is required by law, it shall be given ten (10) days before the time of any intended public or private sale or other disposition of the Intellectual Property Collateral is to be made, which the Company hereby agrees shall be reasonable notice of such sale or other disposition). At any such sale or other disposition, any holder of the Note (including renewals and substitutions therefor) or the Collateral Agent on behalf of the Secured Parties may, to the extent permissible under applicable law, purchase the whole or any part of or interest in the Intellectual Property Collateral sold, free from any right of redemption on the part of the Company, which right is hereby waived and released.

12. Conduct of Business After Default. The parties understand and agree that the security interest with respect to the Intellectual Property Collateral as provided for in this Agreement will and is intended to permit the Collateral Agent on behalf of the Secured Parties and its successors and assigns, upon the occurrence and continuance of an Event of Default as provided herein, to take title to and make use of all rights to the Intellectual Property Collateral and to carry on the business of the Company.

13. Deficiency. If proceeds referred to in Section 10(b) above are insufficient to pay the Obligations in full, the Company shall continue to be liable for the entire deficiency.

14. Indemnity.

(a) The Company agrees to defend, indemnify and hold harmless the Collateral Agent on behalf of the Secured Parties and its directors, officers, employees, and agents from and against: (i) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, including, without limitation, the assignment of the Intellectual Property Collateral, the use of the

Intellectual Property Collateral, except for the Patent Collateral, the alleged infringement by the Collateral Agent on behalf of the Secured Parties of the intellectual property rights of others in relation to the use of the Intellectual Property Collateral except as a result of use of the Patent Collateral by the Collateral Agent on behalf of the Secured Parties, any infringement action or other claim relating to the Intellectual Property Collateral, or enforcement of the terms hereof (all of which shall collectively be called the "**Transactions**") and (ii) all losses or expenses in any way suffered, incurred, or paid by the Collateral Agent on behalf of the Secured Parties as a result of or in any way arising out of, following or consequential to the Transactions under this IP Agreement or otherwise under the transactions contemplated by this IP Agreement or the Note (including without limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of the Collateral Agent's on behalf of the Secured Parties' gross negligence or willful misconduct.

(b) The Company also agrees to defend, indemnify and hold harmless the Collateral Agent on behalf of the Secured Parties and each of its directors, officers, employees and agents, on demand, from and against any and all losses, claims, obligations, damages, fees, costs, liabilities, expenses or disbursements of any kind and nature whatsoever (including but not limited to reasonable fees and disbursements of counsel, interest, penalties, and amounts paid in settlement) incurred by the Collateral Agent on behalf of the Secured Parties in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, preserving the Intellectual Property Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property Collateral, to the extent that the Company is required to take any such action under this Agreement.

15. Reassignment.

(a) At such time as the Company shall completely and finally satisfy all of the obligations secured hereunder, and there shall exist no continuing liability of the Company with respect to the obligations secured hereunder, the Collateral Agent on behalf of the Secured Parties shall execute and deliver to the Company all deed, assignments, and other instruments as may be necessary or proper to reinvest in the Company full title to the property assigned hereunder, subject to any disposition thereof which may have been made by the Collateral Agent on behalf of the Secured Parties pursuant hereto.

(b) Notwithstanding subsection (a), if a claim is made upon the Collateral Agent on behalf of the Secured Parties for repayment or recovery of any amount or amounts received which had the effect of reducing the liability of the Company or impairing the liens granted hereunder, and such party repays all or part of such amount or amounts, then and in such event, the Company agrees that any such repayment shall be binding upon the Company, whether or not this IP Agreement otherwise shall have been terminated or canceled, and the Company shall be and continue to remain liable hereunder to the same extent as if such amount had never originally been received by such party, and the liens granted hereby shall remain in full force and effect without interruption, lapse, reduction or other impairment.

16. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor

shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

18. Assigns. This Agreement shall be binding upon the Company and its successors and permitted assigns, but shall not be assignable by the Company, and shall inure to the benefit of Secured Parties.

19. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto, except as specifically provided under Section 9.

20. Counterparts. This IP Agreement may be executed in two or more counterparts, each party may sign on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute the same instrument.

21. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard for choice of law provisions.

22. Confidentiality. In handling any confidential information, the Collateral Agent on behalf of the Secured Parties shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (a) as required by law, regulation, rule or order, subpoena, judicial order or similar order and (b) provided that the recipient has entered into a comparable confidentiality agreement in favor of the Company and has delivered a copy to the Company, (i) to the affiliates of the Collateral Agent on behalf of the Secured Parties, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, and (iii) as may be required in connection with the examination, audit or similar investigation of Secured Parties.

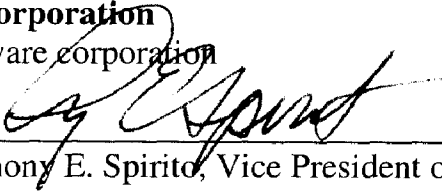
23. Severability. The provisions of this IP Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this IP Agreement in any jurisdiction.

24. Termination. This IP Agreement and all rights and obligations of the parties hereunder shall terminate immediately upon the Company's payment in full of the Obligations.

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

Company:

Curl Corporation
a Delaware corporation

By: 
Anthony E. Spirito, Vice President of Finance and Chief
Financial Officer

Collateral Agent:

BAKER COMMUNICATIONS FUND, L.P.

By its general partner:

By its general partner:

Name: _____

Title: _____

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

Company:

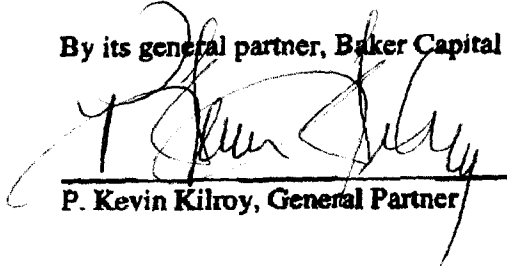
Carl Corporation
a Delaware corporation

By: _____
Anthony E. Spirito, Vice President of Finance and Chief
Financial Officer

Collateral Agent:

BAKER COMMUNICATIONS FUND, L.P.

By its general partner, Baker Capital Partners, L.P.



P. Kevin Kilroy, General Partner

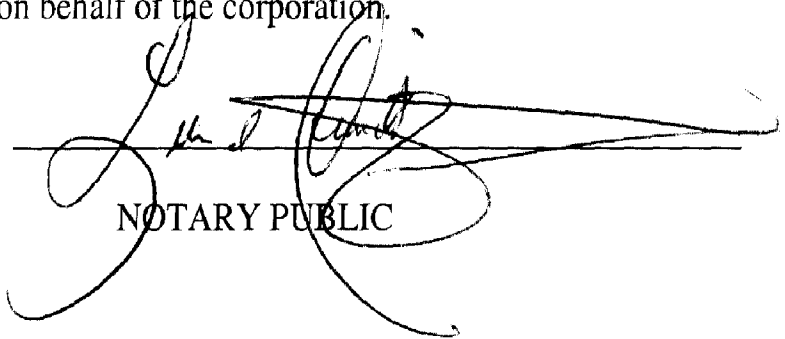
2118138.6

STATE/Commonwealth of Mass

: ss.

COUNTY OF Wendell

The foregoing instrument was acknowledged before me this 21 day of February, 2002, by Anthony E. Spirito, Vice President of Finance and Chief Financial Officer of CURL CORPORATION, a Delaware corporation, on behalf of the corporation.



NOTARY PUBLIC

[seal]

ELLIOT M. ENAMONADO, Notary Public
My commission expires Mar. 16, 2004

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated February
21, 2002.

EXHIBIT "A"

COPYRIGHTS

See attached list of U.S. Copyrights.

Curl Corporation - U.S. Copyright Registration List
02/12/2002

Description	Reg. Date	Reg. Number
Curl Surge Plug-in, Version 1.1.0 (9/29/00 release)	12/29/2000	TX 5-320-046
Curl Surge Lab IDE, Version 1.1.0 (9/29/00 release)	12/29/2000	TX 5-304-737
Curl Programmer's Guide, Version 1.1.0 (9/29/00 release)	12/29/2000	TX 5-304-736
Curl Surge Plug-in, 12/18/00 Release	03/16/2001	TX 5-351-690
Curl Surge Lab IDE, 12/18/00 Release	03/16/2001	TX 5-353-989
Curl Programmer's Guide, 12/18/00 Release	03/16/2001	TX 5-351-691
Curl Surge Software Environment, Version 1.0	06/29/2001	TX 5-413-434
Curl Surge Lab IDE, Beta 4	06/29/2001	TX 5-405-133
Curl Programmer's Guide, Version 1.0	06/29/2001	TX 5-413-433
Curl Surge Software Platform, Version 1.1	10/09/2001	TX 5-450-659
Curl Surge Lab IDE, Beta 5	10/09/2001	TX 5-450-657
Curl Programmer's Guide, Version 1.1	10/09/2001	TX 5-450-658

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated February 21, 2002.

EXHIBIT "B"

PATENTS

See Attached.

Curl Corporation Patents and Patent Applications
 February 12, 2002

Notice – Curl Corporation makes no statement with respect to the value or scope of any of its patents or patent applications. Patent applications are subject to change or abandonment during prosecution. There is no guarantee that any patent application will ever result in an issued patent in any country.

Issued Patent:

U.S. Patent Number 6,301,646
 Issue Date: 10/09/2001
 Title: Pointer Verification System and Method
 Inventor(s): Mat Hostetter
 File Date: 07/30/1999
 Expiration Date*: 07/30/2019

Allowed Patent Applications:

Country	App. Number	Filing Date	Title	Inventor(s)	Status
USA	09/364,462	07/30/1999	Processing of Graphical Objects With Minimum and Preferred Sizes	Robert H. Halstead, Jr. David E. Hollingsworth	Allowed Issue Fee Paid
USA	09/364,469	07/30/1999	Processing Graphical Objects Having Origins Defined With Elasticity	Robert H. Halstead, Jr. David E. Hollingsworth	Allowed Issue Fee Due: 04/01/2002

* Notice – This expiration date assumes that the proper maintenance fees are timely paid.

Pending Patent Applications *

Country	App. Number	Filing Date	Title	Inventor(s)	Status
USA	09/323,430	06/01/1999	Compiler Optimization	Mathew J. Hosterter	Filed
USA	09/933,355	08/20/2001	Pointer Verification System and Method	Mathew J. Hosterter	Filed - Divisional
USA	09/364,470	07/30/1999	Multiple Pass Layout of Graphical Objects With Elastics	Robert H. Halstead, Jr. David E. Hollingsworth	Filed
USA	09/625,651	07/26/2000	Overriding Elastic Values For Graphical Objects	Robert H. Halstead, Jr.	Filed
USA	09/410,264	09/30/1999	Units System and Method	Morgan S. McGuire	Filed
USA	09/540,053	03/31/2000	System and Method for Compile-Time Checking of Units	Morgan S. McGuire Mathew J. Hosterter	Filed
USA	09/607,120	06/29/2000	Interface Frames For Threads	Robert H. Halstead, Jr. David A. Kranz Stephen A. Ward	Filed
USA	09/364,700	07/30/1999	Processing of Graphical Objects With Distinct Stretch and Compression Properties	Robert H. Halstead, Jr.	Filed
USA	09/365,057	07/30/1999	Processing Layout of Text Graphical Objects	David E. Hollingsworth Robert H. Halstead, Jr.	Filed
USA	09/409,290	09/30/1999	Units System and Method With Underdefined Quantities	Morgan S. McGuire	Filed
USA	09/672,562	09/28/2000	System and Method for Supporting Property Values as Options	Robert H. Halstead, Jr. David A. Kranz Christopher J. Terman Stephen A. Ward	Filed To be Abandoned
USA	09/760,031	01/12/2001	System and Methods for Supporting Property Values as Options	Robert H. Halstead, Jr. David A. Kranz Christopher J. Terman Stephen A. Ward	Filed Continuation-In-Part of 09/672,562
USA	09/406,883	09/28/1999	Virtual Environment Product Placement	Mathew J. Hosterter James M. Hammond Douglas D. Robinow Murray S. Mazer Morgan S. McGuire Mark H. Giese Susan B. Hoover Lori J. Fucarile	Filed
USA	09/667,472	09/22/2000	Dynamic Event Handlers for Structured Text	David E. Hollingsworth	Filed

* Note - Curl Corporation claims an ownership interest in these applications based on assignments from the inventors, or on a legal obligation of the inventors to assign to Curl Corporation based on their status as employees or consultants of Curl Corporation at the time the inventions were made.

USA	09/474,562	12/29/1999	Streaming Virtual Reality	Morgan S. McGuire	Filed
USA	09/666,708	09/21/2000	Lazy Compilation of Template-Generated Classes in Dynamic Compilation Execution Environments	Mathew J. Hostetter David A. Kranz	Filed
USA	09/672,713	09/28/2000	Persistent Data Storage for Client Computer Software Programs	Benjamin R. Harrison Spiro Michaylov Murray S. Mazer David A. Kranz Carl A. Soeder	Filed
USA	09/671,034	09/27/2000	Hybrid Privilege Enforcement in a Restricted Execution Environment	Spiro Michaylov Murray S. Mazer David A. Kranz	Filed
USA	09/671,039	09/27/2000	Efficient Permission Computation With Privileged Blocks	Spiro Michaylov Murray S. Mazer	Filed
USA	09/672,565	09/28/2000	System and Method Supporting Nonlocal Values	Robert H. Halstead, Jr. David A. Kranz Christopher J. Terman Stephen A. Ward	Filed To be Abandoned
USA	09/760,391	01/12/2001	System and Method Supporting Nonlocal Values	Robert H. Halstead, Jr. David A. Kranz Christopher J. Terman Stephen A. Ward	Filed Continuation-In-Part of 09/672,565
USA	09/965,392	09/27/2001	Grid and Table Layout Using Elastics	Robert H. Halstead, Jr.	Filed
USA	09/759,697	01/12/2001	System and Method Supporting Type Checking of Options	Robert H. Halstead, Jr. David A. Kranz Christopher J. Terman Stephen A. Ward	Filed Continuation-In-Part of (abandoned) application 09/672,848, filed 09/28/2000.
USA	09/672,564	09/28/2000	System and Method Supporting Plural Option Data Structures	Robert H. Halstead, Jr. David A. Kranz Christopher J. Terman Stephen A. Ward	Filed To be Abandoned
USA	09/760,265	01/12/2001	System and Method Supporting Plural Option Data Structures	Robert H. Halstead, Jr. David A. Kranz Christopher J. Terman Stephen A. Ward	Filed Continuation-In-Part of 09/672,564
USA	09/672,579	09/28/2000	System and Method Supporting Mapping of Option Bindings	Robert H. Halstead, Jr. David A. Kranz Christopher J. Terman Stephen A. Ward	Filed To be Abandoned

USA	09/759,695	01/12/2001	System and Method Supporting Mapping of Option Bindings	Robert H. Halstead, Jr. David A. Kranz Christopher J. Terman Stephen A. Ward	Filed Continuation-In-Part of 09/672,579
USA	09/736,949	12/14/2000	System and Methods for Providing Compatibility Across Multiple Versions of a Software System	Benjamin R. Harrison Daniel S. Nussbaum David A. Kranz	Filed
USA	60/278,828	03/26/2001	The Only Call Home Rule for Unprivileged Applets	Donald T. Davis David A. Kranz Elizabeth A. Martin	Filed Provisional Application - Expires 03/26/2002
USA	09/818,302	03/27/2001	System and Methods for Securely Permitting Mobile Code to Access Resources Over a Network	Donald T. Davis David A. Kranz Elizabeth A. Martin	Filed
USA	60/297,093	06/07/2001	Safe I/O Through Use of Opaque I/O Objects	Donald T. Davis David A. Kranz Daniel S. Wallach	Filed Provisional Application - Expires 06/07/2002
USA	09/966,564	09/27/2001	System and Method for Processing Graphical Objects for Layout Using an Elastic Difference Operator	Robert H. Halstead, Jr.	Filed
USA	60/328,465	10/11/2001	System and Methods for Specifying Access to Resources in a Mobile Code System	Donald T. Davis Elizabeth A. Martin Mathew J. Hostetter David A. Kranz	Filed Provisional Application - Expires 10/11/2002
USA	60/328,556	10/11/2001	System and Method for Supporting Multiple Versions of an Application	Christopher E. Barber	Filed Provisional Application - Expires 10/11/2002
USA	09/267,269	03/12/1999	Licensing System and Method for Freely Distributed Information	Lori J. Fucarile Susan B. Hoover Murray S. Mazer Mary C. Murphy Stephen A. Ward Patrick J. Lopresti	Filed
USA	09/936,752	09/12/2001	System and Method for Licensing Content	Lori J. Fucarile Susan B. Hoover Murray S. Mazer Mary C. Murphy Stephen A. Ward Patrick J. Lopresti	Continuation-In-Part of 09/267,269. U.S. national stage of related PCT application.
USA	09/677,482	09/28/2000	Integrated Content Language for Use on the Web	Stephen A. Ward Christopher J. Terman David A. Kranz	Filed

USA	09/678,178	09/28/2000	Constraint-Based Location and Binding of Software Components	Christopher E. Barber Christopher J. Terman Christopher E. Barber	Filed
USA	09/676,415	09/28/2000	Methods and Apparatus for Generating Unique Identifiers of Software Components	Christopher E. Barber	Filed
USA	09/676,000	09/28/2000	Securely Extensible Component Meta-Data	Robert H. Halstead, Jr. Patrick J. Lopresti	Filed
USA	09/677,480	09/28/2000	Interactive Examples for Online Coding Tutorials	Robert L. Batty	Filed
USA	09/877,636	06/08/2001	System and Methods for Metering Licensed Content on the Internet	Robert H. Halstead, Jr. James C. Mathiesen Murray S. Mazer Spiro Michaylov	Filed
PCT*	PCT/US/00/06242	03/10/2000	System and Method for Licensing Content	Lori J. Fucanile Susan B. Hoover Murray S. Mazer Mary C. Murphy Stephen A. Ward Patrick J. Lopresti	International Phase Completed. National Phase Entered.
Australia	35228/00	03/10/2000	System and Method for Licensing Content		National filing for PCT/US/00/06242
Brazil	PI0008948-6	03/10/2000	System and Method for Licensing Content		National filing for PCT/US/00/06242
Canada	Unknown	03/10/2000	System and Method for Licensing Content		National filing for PCT/US/00/06242
China	00806137.8	03/10/2000	System and Method for Licensing Content		National filing for PCT/US/00/06242
Europe	00913866.0	03/10/2000	System and Method for Licensing Content		National filing for PCT/US/00/06242
Hong Kong	Unknown	03/10/2000	System and Method for Licensing Content		National filing for PCT/US/00/06242
India	IN/PCT/2001/00947	03/10/2000	System and Method for Licensing Content		National filing for PCT/US/00/06242
Japan	2000-604289	03/10/2000	System and Method for Licensing Content		National filing for PCT/US/00/06242
South Korea	10-2001-7011576	03/10/2000	System and Method for Licensing Content		National filing for PCT/US/00/06242

* PCT indicates an international application filed under the Patent Cooperation Treaty.

Mexico	Unknown	03/10/2000	System and Method for Licensing Content		National filing for PCT/US/00/06242
PCT	PCT/US00/19719	07/19/2000	Pointer Verification System and Method	Mathew J. Hosterter	Filed To be Abandoned
PCT	PCT/US00/19769	07/20/2000	Multiple Pass Layout of Graphical Objects With Elastics	Robert H. Halstead, Jr. David E. Hollingsworth	International Phase Completed. National Phase Entered.
Canada	Unknown	07/20/2000	Multiple Pass Layout of Graphical Objects With Elastics		National filing for PCT/US00/19769
Europe	00948818.0	07/20/2000	Multiple Pass Layout of Graphical Objects With Elastics		National filing for PCT/US00/19769
Japan	Unknown	07/20/2000	Multiple Pass Layout of Graphical Objects With Elastics		National filing for PCT/US00/19769
PCT	PCT/US00/19917	07/20/2000	Using Elastic Values for Graphical Objects	Robert H. Halstead, Jr.	International Phase Completed. National Phase Entered.
Canada	Unknown	07/20/2000	Using Elastic Values for Graphical Objects		National filing for PCT/US00/19917
Europe	00948860.2	07/20/2000	Using Elastic Values for Graphical Objects		National filing for PCT/US00/19917
PCT	PCT/US00/25216	09/15/2000	Units System and Method	Morgan S. McGuire Mathew J. Hosterter	Filed
PCT	PCT/US01/19537	06/19/2001	Interface Frames for Threads	Robert H. Halstead, Jr. David A. Kranz Stephen A. Ward	Filed
PCT	PCT/US00/19876	07/20/2000	Graphical Objects With Stretch and Compression Properties	Robert H. Halstead, Jr. David E. Hollingsworth	International Phase Complete. National Phase Entered.
Canada	Unknown	07/20/2000	Graphical Objects With Stretch and Compression Properties		National filing for PCT/US00/19876
Europe	00950503.3	07/20/2000	Graphical Objects With Stretch and Compression Properties		National filing for PCT/US00/19876
PCT	PCT/US00/19655	07/19/2000	Graphical Objects with Minimum and Preferred Sizes	Robert H. Halstead, Jr. David E. Hollingsworth	International Phase Completed. National Phase Entered.
Canada	Unknown	07/19/2000	Graphical Objects with Minimum and Preferred Sizes		National filing for PCT/US00/19655
Europe	00947526.0	07/19/2000	Graphical Objects with Minimum and Preferred Sizes		National filing for PCT/US00/19655

Japan	Unknown	07/19/2000	Graphical Objects with Minimum and Preferred Sizes		National filing for PCT/US00/19655
PCT	PCT/US00/19717	07/19/2000	Graphical Objects Having Origins Defined With Elasticity	Robert H. Halstead, Jr. David E. Hollingsworth	International Phase Completed. National Phase Entered.
Canada	Unknown	07/19/2000	Graphical Objects Having Origins Defined With Elasticity		National filing for PCT/US00/19717
Europe	009487992	07/19/2000	Graphical Objects Having Origins Defined With Elasticity		National filing for PCT/US00/19717
PCT	PCT/US00/19999	07/20/2000	Processing Layout of Text Graphical Objects	David E. Hollingsworth Robert H. Halstead, Jr.	International Phase Completed. National Phase Entered.
Canada	Unknown	07/20/2000	Processing Layout of Text Graphical Objects		National filing for PCT/US00/19999
Europe	0948883.4	07/20/2000	Processing Layout of Text Graphical Objects		National filing for PCT/US00/19999
Japan	Unknown	07/20/2000	Processing Layout of Text Graphical Objects		National filing for PCT/US00/19999
PCT	PCT/US00/25689	09/20/2000	Units System and Method with Underdefined Quantities	Morgan S. McGuire	Filed
PCT	PCT/US00/29907	10/30/2000	System and Method Supporting Property Values an Options	Robert H. Halstead, Jr. David A. Kranz Christopher J. Terman Stephen A. Ward	Filed
PCT	PCT/US00/25217	09/15/2000	Virtual Environment Product Placement	Matther J. Hostetter James M. Hammond Douglas D. Robinow Murray S. Mazer Morgan S. McGuire Mark H. Giese Susan B. Hoover Lori J. Fucarile	Filed
PCT	PCT/US01/29318	09/19/2001	Dynamic Event Handlers for Structured Text	David E. Hollingsworth	Filed
PCT	PCT/US00/34822	12/20/2000	Streaming Virtual Reality	Morgan S. McGuire	Filed
PCT	PCT/US01/28468	09/12/2001	Lazy Compilation of Template-Generated Classes in Dynamic Compilation Execution Environments	Mathew J. Hostetter David A. Kranz	Filed
PCT	PCT/US01/29888	09/25/2001	Persistent Data Storage for Client Computer Software Programs	Benjamin R. Harrison Spiro Michaylov Murray S. Mazer David A. Kranz Carl A. Soeder	Filed

PCT	PCT/US01/41732	08/15/2001	Hybrid Privilege Enforcement in a Restricted Execution Environment	Spiro Michaylov Murray S. Mazer David A. Kranz	Filed
PCT	PCT/US00/29861	10/31/2000	System and Method Supporting Nonlocal Values	Robert H. Halstead, Jr. David A. Kranz Christopher J. Terman Stephen A. Ward	Filed
PCT	PCT/US01/30718	09/28/2001	Grid and Table Layout Using Elastics	Robert H. Halstead, Jr.	Filed
PCT	PCT/US00/29853	10/31/2000	System and Method Supporting Type Checking of Options	Robert H. Halstead, Jr. David A. Kranz Christopher J. Terman Stephen A. Ward	Filed
PCT	PCT/US00/30021	10/31/2000	System and Method Supporting Plural Option Data Structures	Robert H. Halstead, Jr. David A. Kranz Christopher J. Terman Stephen A. Ward	Filed
PCT	PCT/US00/29899	10/30/2000	System and Method Supporting Mapping of Option Bindings	Robert H. Halstead, Jr. David A. Kranz Christopher J. Terman Stephen A. Ward	Filed
PCT	PCT/US01/48939	12/13/2001	System and Methods for Providing Compatibility Across Multiple Versions of a Software System	Benjamin R. Harrison Daniel S. Nussbaum David A. Kranz	Filed
PCT	PCT/US01/30564	09/28/2001	System and Method for Processing Graphical Objects for Layout Using an Elastic Difference Operation	Robert H. Halstead, Jr.	Filed
PCT	PCT/US01/42337	09/27/01	Integrated Content Language for Use on the Web	Stephen A. Ward Christopher J. Terman David A. Kranz	Filed
PCT	PCT/US01/30142	09/27/01	Constraint-Based Location and Binding of Software Components	Christopher E. Barber Christopher J. Terman	Filed
PCT	PCT/US01/42341	09/27/01	Methods and Apparatus for Generating Unique Identifiers of Software Components	Christopher E. Barber	Filed
PCT	PCT/US01/42339	09/27/01	Securely Extensible Component Meta-Data	Christopher E. Barber	Filed
PCT	PCT/US01/30253	09/27/01	Interactive Examples for Online Coding Tutorials	Robert H. Halstead, Jr. Patrick J. LoPresti	Filed

PCT	Unknown	01/30/02	Systems and Methods for Metering Licensed Content on the Internet	Robert L. Batty Robert H. Halstead, Jr. James C. Mathiesen Murray S. Mazer Spiro Michaylov	Filed
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Exhibit "C" attached to that certain Intellectual Property Security Agreement dated February 21, 2002.

EXHIBIT "C"
TRADEMARKS

See Attached.

Curl Corporation Trademarks

Feb-19-2002

Notice - There is no guarantee that trademarks listed as "Filed", "Published", or "Allowed" will ever become registered in any country.

Country	Trademark Name	Status	Class	File Date	Serial Number	Reg. Date	Reg. Number
Australia	CURL	REGISTERED	9	04/19/2001	873037	01/10/2002	873037
Australia	DESIGN (CURLS)	REGISTERED	9	04/11/2001	872470	04/11/2001	872470
Australia	SURGE	REGISTERED	9	04/20/2001	873267	04/20/2001	873267
Australia	SURGE LAB	REGISTERED	9	04/20/2001	873264	04/20/2001	873264
Benelux	CURL	REGISTERED	9,16,42	07/10/1998		07/10/1998	630994
Benelux	DESIGN (CURLS)	REGISTERED	9	04/11/2001	200225	04/11/2001	200225
Brazil	CURL	Filed	9	04/18/2001	823177947		
Brazil	DESIGN (CURLS)	Filed	9	04/11/2001	823170217		
Canada	CURL	Allowed		11/18/1998	897054		
Canada	DESIGN (CURLS)	Filed		04/27/2001	1101089		
Canada	DESIGN (CURLS)	Filed		04/12/2001	1099572		
Canada	SURGE	Filed		04/27/2001	1101082		
Canada	SURGE LAB	Filed		04/23/2001	1100565		
Canada	SURGE LAB	To be withdrawn		04/27/2001	1101203		
China	CURL	Filed	9	04/20/2001	2001063428		
China	DESIGN (CURLS)	Filed	9	04/13/2001	2001058021		
European Union	CURL	REGISTERED	9,38,42	11/18/1998	992792	09/17/2001	992792

NOTE - Application is to be withdrawn

European Union	DESIGN (CURLS)	Filed	9,16,42	04/12/2001	2194231	
European Union	SURGE	Filed	9,16,42	04/20/2001	2186211	
European Union	SURGE LAB	Published	9,16,42	04/20/2001	2188092	
Hong Kong	CURL	Published	9	04/18/2001	6090/2001	
Hong Kong	DESIGN (CURLS)	Filed	9	04/10/2001	5742/2001	
India	CURL	Filed	9	04/20/2001	1004793	
India	DESIGN (CURLS)	Filed	9	04/11/2001	1002913	
Israel	CURL	REGISTERED	9	11/18/1998	123953	06/09/2000
Israel	CURL	REGISTERED	42	11/18/1998	123954	11/18/1998
Israel	DESIGN (CURLS)	Filed	9	04/10/2001	148179	
Japan	CURL	Filed	9,42	11/18/1998	099718/1998	
Japan	DESIGN (CURLS)	Filed	9	04/10/2001	33127/2001	
Korea, South	CURL	Filed	9	04/24/2001	40/2001/1761	
Korea, South	DESIGN (CURLS)	Filed	9	04/11/2001	40-200115353	
Mexico	CURL	REGISTERED	9	11/18/1998	354602	03/26/1999
Mexico	CURL	REGISTERED	42	11/18/1998	354603	04/09/1999
Mexico	DESIGN (CURLS)	Filed	9	04/11/2001	480720	
Norway	CURL	Filed	9	04/20/2001	2001 05056	
Norway	DESIGN (CURLS)	REGISTERED	9	04/11/2001	200104789	10/04/2001
Switzerland	CURL	REGISTERED	9	04/19/2001	03960/2001	11/13/2001
						491.388

Taiwan	CURL	Filed	9	04/18/2001	90014564
Taiwan	DESIGN (CURLS)	Filed	9	04/10/2001	90013323
USA	CODESIGN	Allowed	9	02/12/1999	75/640/138
USA	CONTENTSIGN	Allowed	42	05/25/2000	76/057,155
USA	CURL	Allowed	9,42	05/18/1998	75/487,363
USA	CURL CONNECTED	Filed	16,42	02/02/2001	78/046,374
USA	CURLWORLD	Filed	16,35,41,42	10/27/2000	78/032,761
USA	DESIGN (CURLS)	Allowed	9,42	10/13/2000	76/146,357
USA	DESIGN (L)	Filed	9	11/30/2001	78/096,087
USA	DESIGN (S)	Filed	9	11/30/2001	78/096,081
USA	GENTLE SLOPE	Allowed	9	11/19/1998	75/592,167
USA	GENTLE SLOPE	Allowed	42	11/19/1998	75/592,168
USA	SURGE	Filed	9	10/27/2000	78/032,772
USA	SURGE LAB	Filed	9	12/01/2000	78/037,477

EXHIBIT "D"

PATENT APPLICATIONS FOR WHICH ASSIGNMENTS ARE NOT COMPLETE

Confirmatory assignments for the following patent applications have not yet been recorded with the U.S. Patent and Trademark Office. The inventors who have not yet signed confirmed assignments have assigned their rights to the Company in their employment or consulting agreements and are under an obligation to sign a confirmatory assignment for recordation.

<u>App. Number</u>	<u>File Date</u>	<u>Title</u>	<u>Inventors</u>
U.S. 09/965,392	09/27/2001	Grid and Table Layout Using Elastics	Robert H. Halstead, Jr.
U.S. 09/672,713	09/28/2000	Persistent Data Storage for Client Computer Software Programs	Benjamin R. Harrison Spiro Michaylov Murray S. Mazer David A. Kranz Carl A. Soeder
U.S. 09/818,302	03/27/2001	System and Methods for Securely Permitting Mobile Code to Access Resources Over a Network	Donald T. Davis David A. Kranz Elizabeth A. Martin
U.S. 60/297,093 (provisional app.)	06/07/2001	Safe I/O Through Use of Opaque I/O Objects	Donald T. Davis David A. Kranz Daniel S. Wallach
U.S. 09/966,564	09/27/2001	System and Method for Processing Graphical Objects for layout Using an Elastic Difference Operator	Robert H. Halstead, Jr.
U.S. 60/328,465 (provisional app.)	10/11/2001	System and Methods for Specifying Access to Resources in a Mobile Code System	Donald T. Davis Elizabeth A. Martin Matthew J. Hostetter David A. Kranz

SCHEDULE I

NOTICE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

NOTICE dated as of the 21 day of February, 2002, by CURL CORPORATION, a Delaware corporation (“Company”), having an address at 400 Technology Square, 8th Floor, Cambridge, Massachusetts 01239-3539, to and in favor of BAKER COMMUNICATIONS FUND, L.P., having offices at 540 Madison Avenue, New York, New York 10022 and EQUITY GROUP HOLDINGS III LLC, having an address at 2099 Pennsylvania Ave., N.W., 12th Floor, Washington, D.C. 20006 (collectively “Secured Parties”) under certain Secured Convertible Promissory Notes of even date herewith among the Company and Secured Parties (the “Notes”).

WHEREAS, the Company is the owner of certain Intellectual Property Collateral as listed in Exhibits A, B, C and D hereto; and

WHEREAS, Secured Parties have agreed to extend certain credit to the Company under the Notes on condition that the Secured Parties pledge and grant to Secured Parties as collateral for the obligations under the Notes a security interest and lien in and to such Intellectual Property Collateral and application therefor described above, including the registrations thereof, the goodwill associated therewith and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement in favor of Secured Parties (the “IP”);

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the obligations, the Company hereby pledges and grants and collaterally assigns to Secured Parties a security interest and lien in and to all rights, title and


interest in and to the aforesaid IP, and gives notice of such security interest and the existence of such Intellectual Property Security Agreement providing therefor.

Executed as of the date first above written.

ATTEST:

CURL CORPORATION

By: _____
Name: _____
Title: _____

By:  _____
Name: Anthony E. Spirito
Title: Vice President of Finance and
Chief Financial Officer

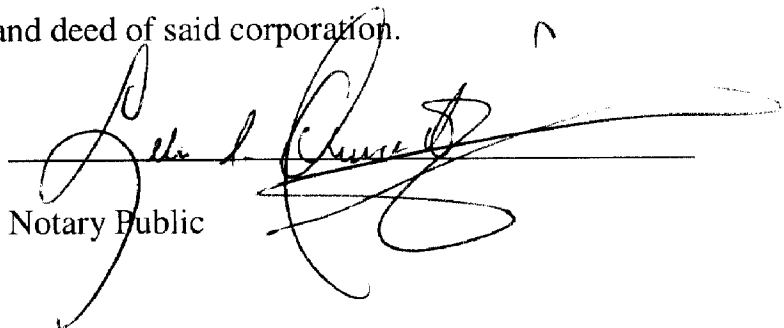
STATE/Commonwealth of Mass.

: SS.

COUNTY OF Middlesex

:

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 21 day of February, 2002, personally appeared Anthony E. Spirito to me known personally, and who, being first by me duly sworn, depose and say that he is the Vice President of Finance and Chief Financial Officer of CURL CORPORATION, a Delaware corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My commission expires: _____

(Notarial Seal)

LILLIAN I. ENAMORADO, Notary Public
My commission expires Mar. 19, 2004