

02-24-2003

Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)



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U.S. Department of Commerce  
Patent and Trademark Office

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

1. Name of conveying party(ies):

Cross Atlantic Capital Partners, Inc.

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

Name: TradeAccess, Inc.

Street Address: 229 Berkeley

City: Boston

State: MA

Zip: 02109

Country: USA

Additional name(s) of conveying party(ies) attached? yes ☐ no ☒

3. Nature of Conveyance:

Assignment ☐

Merger ☐

Security Agreement ☐

Change of Name ☐

Other: Release of Security Interest

Execution Date: February 13, 2003

Additional name(s) & address(es) attached? yes ☐ no ☒

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

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

A. Patent Application No.(s)

B. Patent Registration No.(s)

See attached Schedule of patents and patent applications.

Additional numbers attached? yes ☒ no ☐

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

Name: Mary M. McAteer, Paralegal

Internal Address: Klett Rooney Lieber & Schorling, PC

Street Address: 1000 West Street, Suite 1410

City: Wilmington State: Delaware

Zip Code: 19801

6. Total number of applications and patents involved: 18

7. Total Fee (37 CFR § 3.41).....\$ 720.00

Enclosed Check No. \_\_\_\_\_

☒ Authorized to be charged to Deposit Account

8. Deposit Account No. 11-1163

(Attach duplicate copy of this page if paying by deposit acct.)

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.

Mary M. McAteer  
Name of Person Signing

M. McAteer 2-13-03  
Signature Date

Total number of pages including cover sheet, attachments and documents 11

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

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

02/24/2003 ECOOPER 00000032 111163 6141653

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PATENT  
REEL: 013758 FRAME: 0733

**PATENTS**

<b>Patent Description</b>	<b>Docket No.</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing/Issue Date</b>	<b>Status</b>
System for Iterative, Multivariate Negotiations over a Network	ET-98-001	USA	6,141,653	10/31/00	Issued
International Transaction Processing System	ET98-003	USA	09/192,729	11/16/98	Pending
Electronic Non-Repudiation System and Method	ET98-006	USA	09/192,979	11/16/98	Pending
System and Method for Ordering Sample Quantities over a Network	ET98-007	USA	09/192,848	11/16/98	Pending
System for Iterative, Multivariate Negotiations over a Network	ET98-001PCT	USA	PCT/US99/27151	11/16/99	Pending
Iterative Bargaining System	ET98-002PCT	USA	PCT/US99/27224	11/16/99	Pending
International Transaction Processing System	ET98-003PCT	USA	PCT/US99/27221	11/16/99	Pending
Integrated RemoteWeb Authoring System	ET98-004PCT	USA	PCT/US99/27219	11/16/99	Pending
Sponsored Community System and Method	ET98-005PCT	USA	PCT/US99/27186	11/16/99	Pending
Electronic Non-Repudiation System and Method	ET98-006PCT	USA	PCT/US99/27183	11/16/99	Pending
System and Method for an Automated System of Record	ET00-001CIP	USA	09/702,062	10/30/00	Pending
System and Method for Higher-Level Security and Validation	ET00-002CIP	USA	09/702,061	10/30/00	Pending
System and Method for Multiple Repositories	ET00-003CIP	USA	09/702,065	10/30/00	Pending
System and Method for Dynamic Contracts	ET00-004CIP	USA	09/702,063	10/30/00	Pending
System and Method for Contract Authority	ET00-005CIP	USA	09/702,050	10/30/00	Pending
System and Method for Active Templates	ET00-006CIP	USA	09/702,010	10/30/00	Pending
System and Method for Automated, Iterative, Development Negotiations	ET00-007CIP	USA	09/702,049	10/30/00	Pending
System and Method for Process Mining	ET00-008CIP	USA	09/702,128	10/30/00	Pending

## NON-RECOURSE ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the sum of One Hundred Thirty-Five Thousand Three Hundred and Eighteen Dollars and 73/100 (\$135,318.73), **SILICON VALLEY BANK**, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 (hereinafter, the "Assignor"), hereby sells, assigns, and transfers **WITHOUT RECOURSE** to **CROSS ATLANTIC TECHNOLOGY FUND, L.P. ("XATF")**, a Delaware limited partnership and **THE CO-INVESTMENT 2000 FUND, L.P. ("CI-2000")**, a Delaware limited partnership (collectively, hereinafter the "Assignee"), as tenants in common with a 2/3 undivided interest to XATF and 1/3 undivided interest to CI-2000, in accordance with the terms hereof, all right, title, and interest of the Assignor as owner and holder of a certain secured loan arrangement with **OZRO, INC., f/k/a TRADEACCESS, INC.**, a Delaware corporation (hereinafter, the "Borrower"), and all rights, remedies, powers, and discretions of the Assignor thereunder, as if the Assignor had specifically and separately assigned to the Assignee each of the loan documents, including all collateral documents described on **Exhibit "A"**, annexed hereto (which documents, together with any and all exhibits, schedules, supplements, instruments, documents and agreements executed by the Borrower and the Assignor in connection with the foregoing, and any and all extensions, renewals, amendments, substitutions and replacements thereto and thereof, shall be referred to collectively as the "Assigned Documents").

1. **Assignor's Representations and Warranties**. The Assignor warrants and represents solely the following:

- a. The sum of One Hundred Thirty-Five Thousand Three Hundred and Eighteen Dollars and 73/100 (\$135,318.73) is outstanding under the Assigned Documents as of December 18, 2002.
- b. No further payments of principal or interest will be received by the Assignor. If any such payment is hereafter received by the Assignor, it will be delivered to the Assignee.
- c. The Assignor has not previously assigned, encumbered, conveyed, or otherwise transferred any interest in the Assigned Documents to any person or entity. The Assignor has not released any collateral securing any obligations of Borrower under the Assigned Documents.
- d. The execution by the Assignor of this Non-Recourse Assignment and the performance by the Assignor of the Assignor's obligations hereunder respectively have been duly authorized by all requisite corporate action. Neither such execution nor such performance will violate any order of any court or governmental agency or any agreement by which the Assignor is bound.

2. **Exclusion of Assignor's Warranties and Representations**. Except as specifically provided above, this Non-Recourse Assignment is made by the Assignor without any representations or warranties whatsoever, whether expressed, implied, or imposed by law. Without limiting the generality of the foregoing total exclusion of representations and warranties, this Non-Recourse Assignment is made:

- a. Without any representations or warranties with respect to the genuineness of any signature other than those made by or on behalf of the Assignor.
- b. Without any representations or warranties with respect to the collectibility of any amount owed to the Assignor by the Borrower.
- c. Without any representations as to the financial condition of the Borrower.
- d. Without any representations or warranties with respect to the existence, value, or condition of any collateral (if any) granted to secure the amounts owed under the Assigned Documents.
- e. Without any of the representations or warranties described in Article 3 and Article 9 of the Uniform Commercial Code as adopted by the Commonwealth of Massachusetts (presently, Mass. General Laws Ch. 106), as may be amended and in effect from time to time.
- f. Without any representations or warranties with respect to the legality, validity, sufficiency, or enforceability of any of the Assigned Documents.

- g. Without any representations or warranties with respect to the validity, enforceability, attachment, priority, or perfection of any security interest, attachment, relief, or encumbrance, included in the Assigned Documents, or the compliance with applicable law of any proceedings commenced or followed by the Assignor with respect to the Assignor's loan arrangement with the Borrower.

3. **Assignee's Acknowledgment.** The Assignee acknowledges the foregoing exclusion of representations and warranties and further acknowledges and agrees that except as provided in Paragraph 1, above, the Assignor has not made any representations or warranties whatsoever.

4. **Representations by Assignee.** The Assignee represents the following:

- a. The Assignee has determined to purchase this Non-Recourse Assignment and the Assigned Documents following the Assignee's own independent review and inspection of whatever matters the Assignee deemed necessary or appropriate, and not in reliance upon any information provided by the Assignor.
- b. The Assignee has made its own independent investigation and evaluation as to the facts and circumstances relating to this Non-Recourse Assignment.
- c. The Assignee has entered into this transaction after consultation with independent counsel of the Assignee's own selection and with the sole exception of the representations and warranties specifically made in Paragraph 1, above, is not relying upon any representation or warranty of the Assignor in consummating this transaction.
- d. The execution by the Assignee of this Non-Recourse Assignment and the performance by the Assignee of the Assignee's obligations hereunder respectively have been duly authorized by all requisite action. Neither such execution nor such performance will violate any order of any court or governmental agency or any agreement by which the Assignee is bound.

5. **Delivery of Assigned Documents.** Simultaneously with the Assignor's receipt of the payment by the Assignee described above, the Assignor shall deliver the following to the Assignee:

- a. All of the original Assigned Documents; and
- b. An assignment of each financing statement of record duly executed on behalf of the Assignor.

6. **Miscellaneous.**

- a. This Non-Recourse Assignment constitutes the entire agreement between the Assignor and the Assignee with respect to the subject matter herein, shall be construed in accordance with the internal law of The Commonwealth of Massachusetts without regard to any conflicts of laws or principals, and is intended to take effect as a sealed instrument.
- b. The Assignor and the Assignee agree that any legal action, proceeding, case, or controversy with respect to this Non-Recourse Assignment or any Loan Document may be brought in the Superior Court of Suffolk County Massachusetts or in the United States District Court, District of Massachusetts, sitting in Boston, Massachusetts. By execution and delivery of this Non-Recourse Assignment, the Assignee and the Assignor, for themselves and in respect of their property, accept, submit, and consent generally and unconditionally, to the jurisdiction of the aforesaid courts.
  - i. The Assignor and the Assignee **WAIVE** personal service of any and all process upon either of them, and irrevocably consent to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, to either of them at their address set forth above, such service to become effective five (5) business days after such mailing.

- ii. The Assignor and the Assignee **WAIVE** any objection based on *forum non conveniens* and any objection to venue of any action or proceeding instituted under this Non-Recourse Assignment or any of the Assigned Documents and consent to the granting of such legal or equitable remedy as is deemed appropriate by the Court.
- iii. Nothing herein shall affect the right of the Assignor to bring legal actions or proceedings in any other competent jurisdiction.
- iv. **EACH OF THE ASSIGNEE AND THE ASSIGNOR MAKES THE FOLLOWING WAIVER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY, AND UNDERSTANDS THAT THE ASSIGNOR AND THE ASSIGNEE, AS APPLICABLE, IN ENTERING INTO THE WITHIN AGREEMENT IS RELYING THEREON. EACH OF THE ASSIGNEE OR THE ASSIGNOR, IF AND TO THE EXTENT OTHERWISE ENTITLED THERETO, HEREBY IRREVOCABLY WAIVES ANY PRESENT OR FUTURE RIGHT OF THE ASSIGNEE OR ASSIGNOR TO A JURY IN ANY TRIAL OF ANY CASE OR CONTROVERSY IN WHICH THE ASSIGNOR OR ASSIGNEE IS OR BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST THE ASSIGNOR OR THE ASSIGNEE OR IN WHICH THE ASSIGNOR OR THE ASSIGNEE IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY ARISES OUT OF, OR IS IN RESPECT OF, THE AGREEMENT SET FORTH HEREIN, OR ANY RELATIONSHIP BETWEEN THE ASSIGNEE OR THE ASSIGNOR, WHETHER ALONE OR WITH OTHERS, AND THE ASSIGNOR OR THE ASSIGNEE RELATIVE TO THE LOAN, THE WITHIN ASSIGNMENT, OR OTHERWISE**

c. The Assignee shall indemnify, defend, and hold the Assignor and any employee, officer, or agent of the Assignor (each, an "Indemnified Person") harmless of and from any claim brought or threatened against any Indemnified Person by the Borrower, any guarantor or endorser of the Borrower's obligations, or any other person (as well as from attorneys' reasonable fees and expenses in connection therewith) arising out of this Non-Recourse Assignment, with respect to facts or circumstances which occur after the execution and delivery of this Non-Recourse Assignment, (each of which may be defended, compromised, settled, or pursued by the Indemnified Person with counsel of the Assignor's selection, but at the expense of the Assignee). The indemnification shall include, without limitation, any and all losses, damages, claims, suits, proceedings, liabilities, costs and expenses which may be imposed on, sustained, incurred, suffered by, or asserted against any such Indemnified Person, directly or indirectly, as a result or related to or arising out of (i) the breach of any representation, warranty, covenant, or agreement of the Assignee contained in this Non-Recourse Assignment, or (ii) any act or omission of Assignee, its agents or employees, in connection with any of the Assigned Documents after the date hereof.

- 7. **Successors and Assigns.** This Non-Recourse Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 8. **Further Assurances.** The Assignor and the Assignee each agree that in the event any further action is necessary or desirable to carry out the purposes of the Non-Recourse Assignment after the date hereof, each of them will take such further action (including the execution and delivery of such further instruments and documents) as either party may request, all at the sole cost and expense of the requesting party.

**SILICON VALLEY BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Acknowledged, agreed, and accepted  
on the terms and conditions set forth herein:**

**CROSS ATLANTIC TECHNOLOGY  
FUND, L.P.**

By: XATF MANAGEMENT, L.P., its  
General Partner

By: Cross Atlantic Capital Partners, Inc.,  
its General Partner

By: Glenn T. Rieger  
Name: Glenn T. Rieger  
Title: President

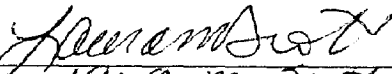
**THE CO-INVESTMENT FUND 2000, L.P.**

By: CO-INVEST MANAGEMENT 2000 FUND,  
its General Partner

By: Co-Invest Capital Partners, Inc., its  
General Partner

By: Richard M. Fox  
Name: RICHARD M. FOX  
Title: EXECUTIVE VICE PRESIDENT

**SILICON VALLEY BANK**

By:   
Name: William M Scott  
Title: Vice President

**Acknowledged, agreed, and accepted  
on the terms and conditions set forth herein:**

**CROSS ATLANTIC TECHNOLOGY  
FUND, L.P.**

By: XATF MANAGEMENT, L.P., its  
General Partner

By: Cross Atlantic Capital Partners, Inc.,  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE CO-INVESTMENT FUND 2000, L.P.**

By: CO-INVEST MANAGEMENT 2000 FUND,  
its General Partner

By: Co-Invest Capital Partners, Inc., its  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Undersigned hereby consents to the matters described herein

OZRO, INC., f/k/a TRADEACCESS, INC.

By: R. B. Borden  
Name: \_\_\_\_\_  
Title: Chairman



## EXHIBIT A

The "Assigned Documents" shall consist of solely of the following (together with any and all exhibits, schedules, supplements, instruments, documents and agreements executed by the Borrower and the Assignor in connection with the foregoing, and any and all extensions, renewals, amendments, substitutions and replacements thereto and thereof):

1. Loan and Security Agreement dated December 10, 1999;
2. Negative Pledge Agreement dated December 10, 1999;
3. Intellectual Property Security Agreement dated April 2, 2001;
4. Intercreditor and Subordination Agreement by and among Assignor, Cross Atlantic Technology Fund, L.P., the Co-Investment 2000 Fund, L.P., 3i Technology Partners, L.P., and Cross Atlantic Capital Partners, Inc. as agent, dated April 3, 2001;
5. Stock Pledge Agreement dated January 22, 2002;
6. Letter Agreement by and among Assignor, Cross Atlantic Capital Partners, Inc., for itself and as agent for Cross Atlantic Technology Fund, L.P., and The Co-Investment 2000 Fund, L.P., and Assignee dated February 14, 2002.
7. Control Agreement by and among, Assignor, Assignee, Cross Atlantic Capital Partners, Inc., as pledgee and agent for Cross Atlantic Technology Fund, L.P., and the Co-Investment 2000 Fund, L.P., and Janney Montgomery Scott, LLC, dated March \_\_\_\_, 2002.
8. Control Agreement by and among, Assignor, Assignee, Cross Atlantic Capital Partners, Inc., for itself and as agent for Cross Atlantic Technology Fund, L.P., and The Co-Investment 2000 Fund, L.P.
9. Financing Statements, including any notice or assignment documents filed with the U.S. Patent & Trademark Office or any other federal or state agency, commission or authority.

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