

03-03-2003



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**Conveyance Type**

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

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☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name (line 1) **The Dante Group**

**2/10/03**

Name (line 2)

**Second Party**

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

**Receiving Party**

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Name (line 1) **Vista Ventures Advantage, LP,**

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

Name (line 2)

Address (line 1) **11001 West 120th**

Address (line 2) **Suite 310**

Address (line 3) **Broomfield**

**Colorado/U.S.A.**

**80021**

City

State/Country

Zip Code

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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By:

03/03/2003 GTDN11 00000058 10112015

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RECORDATION FORM COVER SHEET  
CONTINUATION  
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U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

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Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

**Receiving Party(ies)**  
*Enter additional Receiving Party(ies)*



Mark if additional names of conveying parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

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be a separate document from  
Assignment.)

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



Mark if additional numbers attached

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

**Patent Application Number(s)**

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**Patent Number(s)**

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PATENT

Correspondent Name and Address

Area Code and Telephone Number

(720) 566-4000

Name Cooley Godward LLP

Address (line 1) 380 Interlocken Crescent

Address (line 2) Suite 900

Address (line 3)

Address (line 4) Broomfield, CO 80021-8023

Pages

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

# 8

Application Number(s) or Patent Number(s)



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Patent Application Number(s)

Patent Number(s)

10112015

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

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

# 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Deposit Account

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

Enclosed



Deposit Account



Deposit Account Number:

# 03-3117

Authorization to charge additional fees:

Yes



No



Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

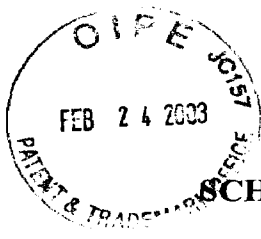
Craig A. Neugeboren Esq.

Name of Person Signing

Signature

February 11, 2003

Date



## **SCHEDULE OF RECEIVING PARTIES**

### **Name and Address**

SOFTBANK U.S. Ventures VI L.P.\*

MOBIUS Technology Ventures Advisors Fund VI L.P.\*

MOBIUS Technology Ventures Side Fund VI L.P.\*

MOBIUS Technology Ventures VI L.P.\*

\* Having a representative office at 200 W. Evelyn Street, Suite 200, Mountain View, CO 94041

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 10, 2003 by and between **THE DANTE GROUP**, a Delaware corporation ("**GRANTOR**") and the secured parties listed on the signature page hereof ("**SECURED PARTIES**").

## RECITALS

A. Secured Parties have made and may in the future make certain advances of money to Grantor (the "**Loans**") in the amounts and manner set forth in those certain Senior Secured Convertible Promissory Notes executed by Grantor in favor of a Secured Party (collectively, as the same may be amended, modified or supplemented from time to time, the "**Notes**") and that certain Secured Note Purchase Agreement, of even date hereof, by and between Grantor and Secured Parties (as the same may be amended, modified or supplemented from time to time, the "**Purchase Agreement**"). Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Parties a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes and Purchase Agreement.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and Secured Parties (as the same may be amended, modified or supplemented from time to time, the "**Security Agreement**"), Grantor has granted to Secured Parties a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Notes, Purchase Agreement and Security Agreement (collectively, the "**Loan Documents**"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and Secured Parties, Grantor grants and pledges to Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C, respectively hereto that Grantor has registered with the United States Patent and Trademark Office or the United States Copyright Office), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future

the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Parties as a matter of law or equity. Each right, power and remedy of Secured Parties provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Parties, of any or all other rights, powers or remedies.

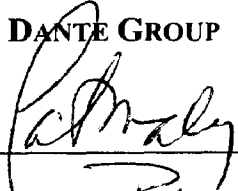
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**THE DANTE GROUP**

By: 

Print Name: PAT MACKEY

Title: Chief Executive Officer + President

**SECURED PARTIES:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:****THE DANTE GROUP**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SECURED PARTIES:****VISTA VENTURES ADVANTAGE, LP,**  
a Delaware limited partnershipBy: Pinyon Capital Management, Inc.,  
a Delaware corporation, its general partnerBy:   
Kirk J. Holland, President**SOFTBANK U.S. Ventures VI L.P.**  
**MOBIUS Technology Ventures Advisors Fund**  
**VI L.P.**  
**MOBIUS Technology Ventures Side Fund VI**  
**L.P.**  
**MOBIUS Technology Ventures VI L.P.**

By: Mobius VI LLC, General Partner

By: \_\_\_\_\_  
Brad Feld, Managing Director

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:****THE DANTE GROUP**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SECURED PARTIES:****VISTA VENTURES ADVANTAGE, LP,**

a Delaware limited partnership

By: Pinyon Capital Management, Inc.,  
a Delaware corporation, its general partnerBy: \_\_\_\_\_  
Kirk J. Holland, President**SOFTBANK U.S. Ventures VI L.P.****MOBIUS Technology Ventures Advisors Fund  
VI L.P.****MOBIUS Technology Ventures Side Fund VI  
L.P.****MOBIUS Technology Ventures VII L.P.**

By: Mobius VI LLC, General Partner

By: \_\_\_\_\_  
Brad Feld, Managing Director

**EXHIBIT A**  
**COPYRIGHTS**

None

4.

**EXHIBIT B****PATENTS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
"An information technology (IT) infrastructure may be monitored and data thus collected may be used to infer problems and predict future conditions. In one embodiment, the present invention may include receiving a plurality of component metrics, each component metric related to a corresponding component of an (IT) infrastructure of an enterprise, each component being associated with one or more gross-level rules, and generating an indicator set by comparing each received component metric to relevant historical values of the component metric. In one embodiment, the present invention may also include determining that a gross-level rule is out of compliance, comparing the indicator set to one or more historical indicator sets to determine whether the indicator set resembles any of the one or more historical indicator sets, and performing an appropriate action based on the result of the comparison."	Application No. 10/112,015	Filed March 29, 2002

**EXHIBIT C**  
**TRADEMARKS**

None.

6.

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43B801!.DOC

**RECORDED: 02/24/2003**

**PATENT**  
**REEL: 013790 FRAME: 0805**