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RECORD P



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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Centrisoft Corporation

10.3.03

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

3. Nature of conveyance:

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

07/08/03

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Matthew W. Chapman

Internal Address: _____

Street Address: 615 SW Burlingame Terrace

City: Portland State: OR Zip: 97201

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) 09/532,101; 10/369,259; and 60/425,164

B. Patent No.(s) N/A

Additional numbers attached? Yes No

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

Name: Mark R. Wada

Internal Address: Farleigh Wada & Witt PC

Suite 600

Street Address: 121 SW Morrison Street

City: Portland State: OR Zip: 97204

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41).....\$ 120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

10/08/2003 BRYNE 00000067 09532101

01 FC:8021

120.00 00

DO NOT USE THIS SPACE

9. Signature.

Robert N. Muraski

Name of Person Signing

Signature

October 1, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 6

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 8, 2003 by and between Matthew W. Chapman, whose address is 615 S.W. Burlingame Terrace, Portland, Oregon 97201 ("Lender") and Centrisoft Corporation ("Grantor"), whose address is 707 S.W. Washington, Suite 1200, Portland, Oregon 97205.

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Reimbursement and Security Agreement and Promissory Note by and between Lender and Grantor dated effective as of July 8, 2003 (as the same may be amended, modified or supplemented from time to time, the "Reimbursement Agreement"; capitalized terms used herein are used as defined in the Reimbursement Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Reimbursement Agreement.

B. Pursuant to the terms of the Reimbursement Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Reimbursement Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Reimbursement Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in and to its copyrights, patents, patent applications and trademarks (including without limitation those copyrights, patents, patent applications and trademarks listed in Schedules A, B and C hereto), 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 infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Reimbursement Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Reimbursement Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Reimbursement Agreement, 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Reimbursement Agreement or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

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:

CENTRISOFT CORPORATION

By: 
Title: Director

LENDER:

MATTHEW W. CHAPMAN



Matthew W. Chapman

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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No copyrights exist.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Software, Systems and Methods for Managing a Distributed Network (U.S. application)	09/532,101	March 21, 2000
Software, Systems and Methods for Managing a Distributed Network (U.S. application)	10/369,259	February 18, 2003
Software, Systems and Methods for Managing a Distributed Network (U.S. provisional application)	60/425,164	November 8, 2002

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Centerwise	2,492,298	September 25, 2001