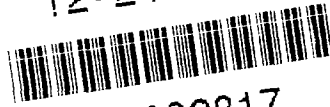


12-24-2003



102632817

12-2403

To the Honorable Commissioner of Pat.

Remarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

WhisperWire, Inc.

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

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other _____

Execution Date: 12/03/2003

2. Name and address of receiving party(ies)

Name: Comerica Bank

Internal Address: _____

Street Address: 9920 S. La Cienega Blvd.,

14th Floor

City: Inglewood State: CA Zip: 90301

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) 60/219783; 09/909240; 09/909241;

09/909250; 09/764662; 60/351052; 60/351,752; 60/415886

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☐ No

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

Name: Trina Marie Brainard

Internal Address: Thompson & Knight, LLP

Street Address: 1700 Pacific Avenue,

Suite 3300

City: Dallas State: TX Zip: 75201

6. Total number of applications and patents involved: 8

7. Total fee (37 CFR 3.41).....\$ 320.00

☐

Enclosed

☒

Authorized to be charged to deposit account

8. Deposit account number:

20-0821

DO NOT USE THIS SPACE

9. Signature.

Trina Marie Brainard

Name of Person Signing

Signature

December 23, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 10

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

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

12/24/2003 LNWELLER 00000205 200021 60219783

01 FC:0021

320.00 BA

AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of December 3, 2003 by and between COMERICA BANK, successor by merger with Comerica Bank – California ("Bank") and WHISPERWIRE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank 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 Third Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement), which Loan Agreement amends and restates in its entirety that certain Second Amended and Restated Loan and Security Agreement dated as of February 2003 by and between Bank and Grantor (the "Original Loan Agreement").

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Bank, 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.

This Agreement is intended to and does completely amend and restate, without novation, that certain Intellectual Property Security Agreement dated as of February 2003 (the "Original IP Security Agreement") executed by Grantor in favor of Bank pursuant to the Original Loan Agreement. All security interests under the Original IP Security Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under the Loan Agreement.

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

GRANTOR:

WHISPERWIRE, INC.

Address of Grantor:

WhisperWire, Inc.
8240 N. Mopac Expressway, Suite 200
Austin, Texas 78759

Attn: Michael Heflin

By: 

Title: _____

BANK:

COMERICA BANK

Address of Bank:

Comerica Bank
Commercial Loan Services Department
9920 S. La Cienega Blvd., 14th Floor
Inglewood, CA 90301

Attn: Loan Documentation

By: 

Title: _____

EXHIBIT A
Copyrights

Description	RegistrationNumber	RegistrationDate
-------------	--------------------	------------------

NONE.		
-------	--	--

EXHIBIT B
Patents

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
System and Method for Supporting Agent Assisted and Customer Specific Ecommerce	2103428-991100	60/219,783
<i>(Provisional)</i>	WHIS1100	7/19/2000
Expert System Adapted Data Network Guidance Engine	2103428.991	09/909,240
<i>(Conversion)</i>	WHIS1100-1	7/19/2001
Expert System Adapted Data Network Guidance Engine	2103428.995	2,366,507
<i>(National)</i>	WHIS1101-CA	12/24/2001
Expert System Adapted Data Network Guidance Engine	2103428.995	01 130 611.5
<i>(National)</i>	WHIS1101-EP	12/24/2001
Expert System Adapted Data Network Guidance Engine	2103428.991	09/909,241
<i>(Conversion)</i>	WHIS1100-2	7/19/2001
Expert System Adapted Data Network Guidance Engine	2103428.995	2,366,194
<i>(National)</i>	WHIS1102-CA	12/24/2001
Expert System Adapted Data Network Guidance Engine	2103428.995	01 130 610.7
<i>(National)</i>	WHIS1102-EP	12/24/2001
Expert System Supported Interactive Product Selection and Recommendation	2103428.991	09/909,250

017104 000096 DALLAS 1649519.1

<i>(Conversion)</i>	WHIS1100-3	7/19/2001
System and Method for Distributed Client State Management Across a Plurality of Server Computers	2103428.991	09/764,662
<i>(Conversion of 60/241,541)</i>	WHIS1110	1/18/2001
Method and Apparatus for Notifying User of Software Application Ready-State in a Web Environment	2103428.991	60/351,052
<i>(Provisional)</i>	WHIS1120	1/22/2002
Platform for Collaborative Interaction Over the Internet	2103428.991	60/351,752
<i>(Provisional)</i>	WHIS1130	1/25/2002
System and Method for Packaging and/or Bundling Products and Services	2103428.991	60/415,886
<i>(Provisional)</i>	WHIS1140	10/3/2002

EXHIBIT C
Trademarks

Description	Registration/ApplicationNumber	Registration/ApplicationDate
Powerseller	76/336,136	11/9/2001
Powerseller	76/247,583	4/27/2001
Whisperwire	76/087,199	7/8/2000