

10-25-2004

Form PTO-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

R.

102866832
PATENT OFFICE

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Knowledge Decision Sciences, Inc.

10-21-04

Execution Date(s) August 18, 2004

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Piers Maple Special Situations LLC

Internal Address: _____

Street Address: _____

Four Embarcadero Center

City: San Francisco

State: California

Country: USA Zip: 94111

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

60/549,062
60/546,913
60/548,858

B. Patent No.(s)

5278987 5794048
5987253 5758336
5862380Additional numbers attached? ☐ Yes ☒ No

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

Name: Joel W. Wagman

Internal Address: Goodwin Procter LLP

Street Address: 599 Lexington Avenue

City: New York

State: NY Zip: 10022

Phone Number: 212-813-8862

Fax Number: 212-355-3333

Email Address: jwagman@goodwinprocter.com

6. Total number of applications and patents involved: 8

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 320

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

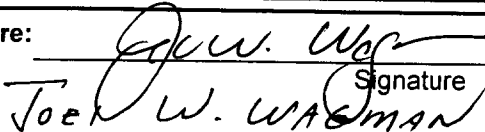
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


 Signature
 JOEL W. WAGMAN

Name of Person Signing

10/14/04
Date

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

10/22/2004 ECOOPER 00000041 60549062

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320.00 DP

PATENT
REEL: 015896 FRAME: 0929

**INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT**

INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT, dated as of August 18, 2004, by KNOWLEDGE DECISION
SCIENCES, INC. a corporation organized and existing under the laws of the State of California
("Grantor"), in favor of PIERS MAPLE SPECIAL SITUATIONS LLC, a limited liability
company organized and existing under the laws of the State of Delaware (the "Secured Party")

WITNESSETH:

WHEREAS, pursuant to that certain Secured Loan and Security Agreement dated
as of the date hereof by and between the Grantor and the Secured Party (the "Secured Loan and
Security Agreement"), Borrower has agreed to sell to the Secured Party the Senior Secured Note;

WHEREAS, Secured Party as provided for in the Secured Loan and Security
Agreement, but only upon the condition, among others, that Grantor shall have executed and
delivered to Secured Party that certain Secured Loan and Security Agreement granting the
Secured Party a first priority security interest in Grantor's Collateral, including, without
limitation, the Grantor's Intellectual Property Collateral;

WHEREAS, pursuant to the Secured Loan and Security Agreement, Grantor is
required to execute and deliver to Secured Party this Intellectual Property Collateral Assignment
and Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants
herein contained and for other good and valuable consideration, the receipt and sufficiency of
which are hereby acknowledged, Grantor hereby agrees as follows:

1 DEFINED TERMS. All capitalized terms used but not otherwise defined
herein have the meanings given to them in the Secured Loan and Security Agreement. As used
herein, Intellectual Property Collateral shall mean:

(i) all patents, patent applications and patentable
inventions, whether under the laws of the United States of America or any other country or
jurisdiction, including, without limitation, each patent identified in Schedule I attached hereto
and made a part hereof, all recordings and registrations thereof and applications therefor, and
including, without limitation, (i) all inventions and improvements described and claimed therein
and the right to make, have made, use, sell import the same, (ii) the right to sue or otherwise
recover for any misappropriations thereof, (iii) all income, royalties, damages and other
payments now and hereafter due and/or payable with respect thereto (including, without
limitation, payments under all licenses entered into in connection therewith, and damages and
payments for past and future infringements thereof), and (iv) all rights corresponding thereto
throughout the world and all reissues, divisions, continuations, continuations in part, substitutes,

renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Patents");

(ii) all trademarks, service marks, trade names, trade dress, corporate and company names, logos or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks");

(iii) all copyrights, whether statutory or common law, whether under the laws of the United States of America or any other country or jurisdiction, and whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each copyright registration and copyright application identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to reproduce, prepare derivative works, distribute copies, perform or display any of the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Copyrights");

(iv) all license agreements with any other person in connection with any of the Patents, Trademarks or Copyrights, or such other person's patents, trade names, trademarks, service marks, copyrights or works of authorship, or other intellectual property, whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule IV attached hereto and made a part hereof and any right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Grantor and now or hereafter covered by any such licenses (the "Licenses" and each a "License"); and

(v) all proceeds of any of the foregoing Patents, Trademarks, Copyrights and Licenses, including, without limitation, any claims against third parties for infringement of the Patents, Trademarks, Copyrights or Licenses.

2 GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. Grantor hereby grants to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to the extent constituting Intellectual Property Collateral , including, without limitation each of the following:

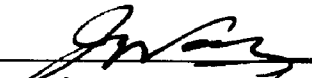
- (a) all of its Patents to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all of its Trademarks to which it is a party, including those referred to in Schedule II hereto;
- (d) all of its Copyrights to which it is a party, including those referred to in Schedule III hereto;
- (d) all of its Licenses to which it is a party, including those referred to in Schedule IV hereto; and
- (e) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License, or any Trademark or any Copyright.

3 SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Collateral Assignment and Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Secured Loan and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in this Intellectual Property Collateral Assignment and Security Agreement made and granted hereby are more fully set forth in the Secured Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KNOWLEDGE DECISION SCIENCES, INC.

By: 
Name: John W. Smith
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:


PIERS MAPLE SPECIAL SITUATIONS LLC

By:
Name: DONALD H. PUTNAM
Title: MANAGING DIRECTOR

Signature Page to Patent Security Agreement

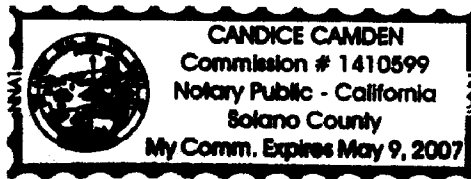
ACKNOWLEDGMENT OF GRANTOR

STATE OF California)
)
COUNTY OF San Francisco)

SS.

On this 18 day of August, 2004 before me personally appeared John Chuan Shao Wang proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Knowledge Decisions Science, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Candice Camden
{seal} Notary Public



**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

PATENT REGISTRATIONS

		Granted
Patent No.		Patent Description
5278987	1/11/94	Virtual Pocket Sorting
5987253	11/16/99	Method for Classification of Year-Related Data Fields in a Program
5862380	1/19/99	Test Method for Revised Data Fields in a Program
5794048	8/11/98	Method for Classification of Year-Related Data Fields in a Program
5758336	5/26/98	Data format and Date Conversion Procedures Using a Packed Binary Format

Patent Applications

Patent Application No.		Patent Application Description
60/549,062	3/2/04	UBSystem – a Parallel analytical engine
60/546,913	2/24/04	UBFile - A Data Analysis Engine
60/548,858	3/2/04	Embedded System – a reconfigurable computing platform

SCHEDULE II

TRADEMARKS

UBSystem™

LIBNY/4332010.1

PATENT
REEL: 015896 FRAME: 0936

SCHEDULE III

COPYRIGHTS

UBSystem™ documentation and source code for:

UB WebEngine

UB Engine

UB Script

UB SysGovernor

UB API

UB Expression

UB Math

UB ETL

UB Inspector / Manipulator

UB Workflow

Documentation and source code for:

Data Inspector

Data Manipulator

COBOL Code Analyzer

The design documents, tooling, source code and supporting documentation for the Embedded System Reconfigurable Computing Platform (using Field Programmable Gate Arrays)

SCHEDULE IV

PATENT LICENSES

Name of Agreement, Parties, Date of Agreement

TECHNOLOGY LICENSES

Name	UBSystem™ License Agreement prepared for CPR & CDR Technologies, Inc.
Parties	Knowledge Decision Sciences, Inc and CPR & CDR Technologies, Inc
Date	April 1, 2000

LIBNY/4332010.1

RECORDED: 10/21/2004

PATENT
REEL: 015896 FRAME: 0938