

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
IPNet Solutions, Inc.	06/23/2005
RECEIVING PARTY DATA	
Name:	D.B. Zwirn Special Opportunities Fund, L.P.
Street Address:	745 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10151
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6230201
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	213-683-6339
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Correspondent Name:	Paul Hastings Janofsky & Walker LLP
Address Line 1:	515 South Flower Street, 25th Floor
Address Line 4:	Los Angeles, CALIFORNIA 90071
NAME OF SUBMITTER:	Claudia R. Immerzeel
Total Attachments: 6 source=IPNetPT#page1.tif source=IPNetPT#page2.tif source=IPNetPT#page3.tif source=IPNetPT#page4.tif source=IPNetPT#page5.tif source=IPNetPT#page6.tif	

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AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This AMENDED AND RESTATED PATENT SECURITY AGREEMENT (this "Amended and Restated Patent Security Agreement") is made this 23 day of June 2005 among IPNET SOLUTIONS, INC., a California corporation ("Grantor"), and D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., in its capacity as Agent for the Lender Group (together with its successors and assigns in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 15, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Inovis International, Inc., a Delaware corporation ("Parent"), and each of Parent's Affiliates and Subsidiaries identified on the signature pages thereof (such Affiliates and Subsidiaries, together with Parent are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, Grantor and Agent are parties to that certain Patent Security Agreement dated as of November 15, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Original Patent Security Agreement"); and

WHEREAS, Grantor and Agent have agreed to amend and restate the Original Patent Security Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend and restate the Original Patent Security Agreement in its entirety as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and/or that certain Security Agreement, dated as of November 15, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), among Parent, Borrowers, QRS Imaging, Inc., a New York corporation, and IPNet Solutions, Inc., a California corporation, on the one hand and Agent on the other.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest (subject only to the WFF Agent's Lien) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of Grantor's Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions, renewals and improvements of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Amended and Restated Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for

the benefit of the Lender Group, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Amended and Restated Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Amended and Restated Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Amended and Restated Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Amended and Restated Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Amended and Restated Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. EFFECTIVENESS. This Amended and Restated Patent Security Agreement shall be binding and deemed effective when executed by each party hereto.

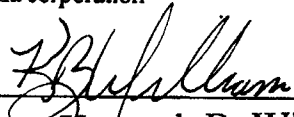
7. EFFECT OF AMENDMENT AND RESTATEMENT. Upon the effectiveness hereof, this Amended and Restated Patent Security Agreement amends and restates in its entirety the Original Patent Security Agreement. The execution and delivery of this Amended and Restated Patent Security Agreement are not intended by the parties to be, and shall not constitute, a novation or an accord and satisfaction of the Secured Obligations or any other obligations owing to the Lenders or the Agent under the Original Patent Security Agreement or any other Loan Document. Each of the parties hereto hereby acknowledges and agrees that the grant of the security interests in the Collateral pursuant to Section 2 of this Amended and Restated Patent Security Agreement is not intended to, nor shall it be construed to, constitute a release of any prior security interests granted by Grantor in favor of the Agent for the benefit of the Lenders in or to any Collateral or any other property of Grantor, but is intended to constitute a reinstatement and reconfirmation of the prior security interests granted by the Grantor in favor of the Agent for the benefit of the Lenders in and to the applicable Collateral.

[SIGNATURE PAGES FOLLOW]

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

IPNET SOLUTIONS, INC.,
a California corporation

By: _____



Name: _____

Kenneth B. Williams
Secretary and Treasurer

Title: _____

[SIGNATURE PAGES TO AMENDED AND RESTATED PATENT SECURITY AGREEMENT
(IPNET SOLUTIONS, INC.)]

ACCEPTED AND ACKNOWLEDGED BY:
D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P.,
a Delaware limited partnership, as Agent

By: D.B. Zwirn Partners, LLC, its General Partner

By: Zwirn Holdings, LLC,
its Managing Member

By: 

Name: Perry A. Gruss

Title: Authorized Signatory

SCHEDULE I
TO
AMENDED AND RESTATED PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

See attached.

Patent Licenses

See attached.

**Patent Security Agreement – Schedule I
(IPNet Solutions, Inc. as Grantor)**

United States

Grantor	Country	Pat. No.	Issue Date	Patent Title
IPNet Solutions, Inc.	U.S.	6,230,201	05/08/2001	(CTR) – Configurable Transaction Routing System And Method