

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mortgagebot LLC	09/21/2005
RECEIVING PARTY DATA	
Name:	Technology Investment Capital Corp.
Street Address:	8 Sound Shore Drive
Internal Address:	Suite 255
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D418123
CORRESPONDENCE DATA	
Fax Number:	(202)585-8080
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-585-8264
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Correspondent Name:	Susan M. Freedman
Address Line 1:	Nixon Peabody LLP
Address Line 2:	401 9th Street, N.W., Suite 900
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004
ATTORNEY DOCKET NUMBER:	034121-24
NAME OF SUBMITTER:	Susan M. Freedman
Total Attachments: 6	
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**Patent Security Agreement**

PATENT SECURITY AGREEMENT, dated as of September 21, 2005, by Mortgagebot Acquisition LLC, a Delaware limited liability company (and any successors and assigns, including, without limitation, Mortgagebot LLC, a Wisconsin limited liability company) ("Grantor"), in favor of Technology Investment Capital Corp., as Collateral Agent for the Purchasers (as defined below) (together with its successors and assigns, the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of September 21, 2005 (including all exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Purchase Agreement") by and among Grantor, the Purchasers set forth in Schedule I thereto (the "Purchasers") and the Secured Party, the Purchasers are purchasing or has purchased certain Notes issued by Grantor; and

WHEREAS, pursuant to the Purchase Agreement, the Secured Party, Grantor, Mortgagebot Holdings LLC and certain other parties are executing or have executed that certain Pledge and Security Agreement dated as of September 21, 2005 (including all exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Secured Party this Patent 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 Purchase Agreement.

2. Grant of Security Interest in Patent Collateral. Grantor hereby grants to the Secured Party a continuing first priority 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 (collectively, the "Collateral"):

- (a) all of its Patents and Patent applications to which Grantor is or shall be a party, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including, without limitation, all claims by Grantor against third parties for past, present or future infringement or dilution of any Patent, any Patent registrations issued with respect to the Patent applications referred in Schedule I.

3. Security Agreement. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the 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. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the United States Patent and Trademark Office or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the United States Patent and Trademark Office, at the expense of Grantor. In addition, Grantor authorizes the Secured Party to file financing statements describing the Collateral in any Uniform Commercial Code filing office deemed appropriate by the Secured Party.

5. Authorization to Supplement. Grantor shall give the Secured Party prompt notice of any additional United States patents or applications therefor after the date hereof. Grantor authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule I hereto to include any future United States patents or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, the Secured Party and their respective successors and assigns. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Purchase Agreement.

7. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Secured Party (at Grantor's expense) shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the United States Patent and Trademark Office.

8. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Purchase Agreement.

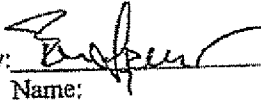
9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions

of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of New York.

*[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES FOLLOW.]*

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.

MORTGAGEBOT ACQUISITION LLC

By:   
Name:  
Title:

Patent Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

TECHNOLOGY INVESTMENT CAPITAL CORP.,  
as Secured Party

By: 

Name: Saul B. Rosenthal

Title: President

Patent Security Agreement

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT

U.S. Patent Registrations

<b>Title</b>	<b>Registration No.</b>	<b>Date of Issuance</b>	<b>Owner</b>
"Icon for a Display Name"	D418,123	12/28/1999	Mortgagebot LLC

U.S. Patent Applications

None.