

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
IPNET Solutions, Inc.	12/05/2005

RECEIVING PARTY DATA

Name:	American Capital Financial Services, Inc.
Street Address:	2 Bethesda Metro Center, 14th Floor
Internal Address:	Attn: Brett Hyman
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6230201

CORRESPONDENCE DATA

Fax Number: (301)654-6714

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 301 841-1359

Email: brett.hyman@americancapital.com

Correspondent Name: American Capital Strategies, Ltd

Address Line 1: 2 Bethesda Metro Center, 14th Floor

Address Line 2: Attn: Brett Hyman

Address Line 4: Bethesda, MARYLAND 20814

NAME OF SUBMITTER:

Brett Hyman

Total Attachments: 5

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**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 5th day of December, 2005, among IPNET SOLUTIONS, INC., a California corporation ("Grantor"), and AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation, in its capacity as Agent for the Purchaser Group (together with its successors and assigns in such capacity, "Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of December 5, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase 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 an "Company" and collectively, jointly and severally, as the "Companies"), the securities purchasers party thereto as "Purchasers" ("Purchasers"), and Agent, the Purchaser Group is willing to purchase the Notes; and

WHEREAS, the members of the Purchaser Group are willing to purchase the Notes as provided for in the Purchase Agreement, but only upon the condition, among others, that Grantor and the other Companies thereunder shall have executed and delivered to Agent, for the benefit of the Purchaser Group, that certain Security Agreement, dated as of December 5, 2005 (including all annexes, exhibits or 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 Agent, for the benefit of the Purchaser Group, 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 Security Agreement and/or the Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Purchaser 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 its 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 Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Purchaser 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 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 Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this 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 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 Patent Security Agreement or any other Transaction 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.

[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.


**IPNET SOLUTIONS, INC.,**  
a California corporation

By: 

Name: Sean Feeney  
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:  
AMERICAN CAPITAL FINANCIAL  
SERVICES, INC.,  
a Delaware corporation, as Agent

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By:   
Name: Natasha Volyanskaya  
Title: Vice President

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

**United States**

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

**Foreign**

<b><u>Grantor</u></b>	<b><u>Country</u></b>	<b><u>Pat. No.</u></b>	<b><u>Issue Date</u></b>	<b><u>Patent Title</u></b>
IPNet Solutions, Inc.	N/A	none	N/A	N/A

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