

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	SECURITY INTEREST
-----------------------	-------------------

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUPPLYSOLUTION, INC.		08/06/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Comerica Bank
Street Address:	9920 South La Cienega Blvd.,
Internal Address:	14th Floor
City:	Inglewood
State/Country:	CALIFORNIA
Postal Code:	90301
Entity Type:	a chartered bank: MICHIGAN

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	75725628	I-FORECAST
Serial Number:	75684551	I-MANAGER
Serial Number:	76257315	I-QUALITY
Serial Number:	75725698	I-SUPPLY
Serial Number:	76257197	THE RIGHT INFORMATION RIGHT NOW

CORRESPONDENCE DATA	
Fax Number:	(858)509-4010
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(858) 509-4006
Email:	gholley@pillsburywinthrop.com
Correspondent Name:	Gabrielle A. Holley
Address Line 1:	11682 El Camino Real
Address Line 2:	Suite 200
Address Line 4:	San Diego, CALIFORNIA 92130

ATTORNEY DOCKET NUMBER:	02211.000103
-------------------------	--------------

CH \$140.00 75725628

NAME OF SUBMITTER:

Gabrielle A. Holley

Total Attachments: 5

source=Security Agreement#page1.tif

source=Security Agreement#page2.tif

source=Security Agreement#page3.tif

source=Security Agreement#page4.tif

source=Security Agreement#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 6, 2003 by and between COMERICA BANK ("Bank") and SUPPLYSOLUTION, INC., a California 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 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).

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 Loan Documents now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its obligations under the Loan Agreement and under any other Loan Document 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.

2. This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement and entitles Bank to execute on the Intellectual Property Collateral in the event that an Event of Default occurs 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.

3. 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.

4. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and the Register of Copyrights record this security agreement.

5. If any action relating to this Agreement or any other Loan Document is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

7. This Agreement and the other Loan Documents shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Bank consent to the exclusive jurisdiction of any state or federal court located in San Diego County, California. GRANTOR AND BANK EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT, WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY GRANTOR OR BANK, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM.

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

Address of Grantor:

2000 Town Center, Suite 2600
Southfield, MI 48075

Attn: _____

GRANTOR:

SUPPLYSOLUTION, INC.

By: 

Title: President / CEO

Address of Bank:

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

Attn: Loan Documentation

BANK:

COMERICA BANK

By: 

Title: Vice President - Technology &
Life Services

TRADEMARK

REEL: 002788 FRAME: 0254

EXHIBIT A

Copyrights

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application Filing Date</u>
I-Supply Data Repository Version 1	TX 747-685	May 17, 2001	May 14, 2001
I-Supply Computer Program, Version 1	TX 957-929	May 18, 2001	May 15, 2001
Supply Solution Website	VA 1-057-263	May 9, 2001	May 4, 2001
Database – The "I-Supply Data Repository" v. 3.0	TX 934-314	May 10, 2001	May 4, 2001
I-Supply Computer Program, Version 3.0	TX 972-706	May 11, 2001	May 7, 2001

EXHIBIT B

Patents

GCWF FILE NO.	SERIAL No. FILING DATE	TITLE	INVENTOR(S)	STATUS
SUPP1100 2102981- 991100	60/312,722 8/16/01	CLIENT SERVER SYSTEM THAT PROVIDES ASYNCHRONOUS RUN TIME UPDATES TO A USER INTERFACE	RONAL JAMES TEETER JOSHUA DAVIS KIFER	PROVISIONAL APPLICATION PENDING CONVERSION & FOREIGN FILING DUE: 8/16/02
SUPP1110 2102981- 991110	60/322,069 9/14/01	SYSTEM AND METHOD FOR DIFFERENCING OF DATA FOR DISPLAY	WILLIAM BUCKLEY MIKE THURBER	PROVISIONAL APPLICATION PENDING CONVERSION & FOREIGN FILING DUE: 9/14/02
SUPP1110-1 2102981- 991111		SYSTEM AND METHOD FOR DIFFERENCING OF DATA FOR DISPLAY	WILLIAM BUCKLEY MIKE THURBER	UNFILED – FIRST DRAFT SENT TO INVENTORS FOR REVIEW 11/28/01
SUPP1120 2102981- 991120	60/335,710 10/31/01	TRANSACTION MANAGER	SCOTT JOHNSON	PROVISIONAL APPLICATION PENDING CONVERSION & FOREIGN FILING DUE: 10/31/02
SUPP1130 2102981- 991130		WEB MESSAGING	RAY WALKER	PROVISIONAL UNFILED
SUPP1140 2102981- 991140	60/335,711 10/31/01	THIRD GENERATION SYSTEM	MIKE THURBER	PROVISIONAL APPLICATION PENDING CONVERSION & FOREIGN FILING DUE: 10/31/02
SUPP1150 2102981- 991150	09/978,348 10/16/01	METHOD AND SYSTEM FOR REDUCING DATABASE LOADING US	WILLIAM BUCKLEY SCOTT JOHNSON	PROVISIONAL APPLICATION PENDING CONVERSION & FOREIGN FILING DUE: 10/16/02

EXHIBIT C

Trademarks

Trademark			File Date	Ser. No.
Current Owner	Design	Status	Reg. Date	Reg. No.
California				
I-SUPPLY Class: 35		Registered	4/13/00	53208
United States				
I-DESIGN Supply Solution, Inc. ITU Application Class: 35		Allowed	4/14/99	75/684,482
I-FORECAST Supply Solution, Inc. ITU Application Class: 35		Filed	6/9/99	75/725,628
I-MANAGER Supply Solution, Inc. ITU Application Class: 42		Registered	4/14/99 7/31/01	75/684,551 2,474,185
I-PROJECT Supply Solution, Inc. ITU Application Class: 35		Allowed	4/14/99	75/684,483
I-QUALITY Supply Solution, Inc. ITU Application Class: 35		Allowed	5/15/01	76/257,315
I-SUPPLY Supply Solution, Inc. ITU Application Class: 35		Filed	6/9/99	75/725,698
I-TRAIN Supply Solution, Inc. ITU Application Class: 35		Suspended	11/2/99	75/839,129
THE RIGHT INFORMATION RIGHT NOW Supply Solution, Inc.		Registered	5/15/01 1/1/02	75/257,197 2,474,185