

08-16-2005

FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)



103062831

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
iCode, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: July 27, 2005

2. Name and address of receiving party(ies):  
Name: **Silicon Valley Bank**  
Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State-Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
78-373,226

B. Trademark No.(s)  
2,435,506  
2,590,280  
2,923,230  
2,619,822  
2,419,463  
1,925,286

Additional numbers attached?  Yes  No

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

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$190

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

08/15/2005 DBYRME 00000119 78373226

DO NOT USE THIS SPACE

01 FC:0521  
02 FC:0522

40.00 OP  
150.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Maribel Higuera  
Name of Person Signing

Maribel Higuera  
Signature

8/4/05  
Date

Janice Chua

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 003207 FRAME: 0603

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 27, 2005 by and between SILICON VALLEY BANK ("Bank") and ICODE, INC., a Delaware 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 Amended and Restated Loan and Security Agreement by and among Bank and Grantor 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). Bank is willing to make the Loans to Grantor and ICode India, 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.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the Collateral constituting Intellectual Property (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.

This security interest is granted in conjunction with the security interest granted to Bank 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.

***[SIGNATURES APPEAR ON THE FOLLOWING PAGE]***


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

**GRANTOR:**

Address of Grantor:

21631 Ridgetop Circle, Suite 100  
Dulles, Virginia 20166

ICODE, INC.

By:   
James E. McGowan  
CEO and President

**BANK:**

Address of Bank:

8020 Towers Crescent Drive  
Suite 475  
Vienna, Virginia 22182

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SILICON VALLEY BANK

By:

Name  
Title

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

**GRANTOR:**

Address of Grantor:

21631 Ridgetop Circle, Suite 100  
Dulles, Virginia 20166

ICODE, INC.

By: \_\_\_\_\_  
James E. McGowan  
CEO and President

**BANK:**

Address of Bank:

8020 Towers Crescent Drive  
Suite 475  
Vienna, Virginia 22182

\_\_\_\_\_

SILICON VALLEY BANK

By: *David Steigerwald*  
Name *David Steigerwald.*  
Title *Relationship Manager.*

**EXHIBIT A**

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Everest Advanced Version 2.0.1	TX-6-121-616	01/31/05

**EXHIBIT B**

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
E-Mail Client System and Method (Everest Email)	60/498,877	08/29/03
Mail Management System and Method (MailBridge)	60/498,878	08/29/03
HTML Page Generator System and Method (PageBoost)	60/499,046	08/29/03
Credit Card Payment Processing System and Method (PayBridge)	60/498,911	08/29/03

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Everest	2,435,506	3/13/2001
iCode	2,590,280	7/9/2002
EVEREST	78-373,226	2/24/2004
QUICKREP	2,923,230	2/1/2005
ICODE	2,619,822	9/17/2002
New Heights in Business Software	2,419,463	1/9/2001
ACCWARE	1,925,286	10/10/1995