

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

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

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

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

2. Name and address of receiving party(ies)

Name: Lazard Technology Partners II, LP  
Internal Address: \_\_\_\_\_  
61<sup>st</sup> Floor  
Street Address: 30 Rockefeller Plaza  
City: New York State: NY Zip: 10020

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

If assigned is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Intellectual Property Security Agreement

Execution Date: June 24, 2003

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

A. Trademark Application No.(s)  
See attached Exhibit C

B. Trademark Registration No.(s)  
See attached Exhibit C

Additional number(s) attached  Yes  No

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

Name: Miriam J. Rovner, Senior Legal Assistant  
Internal Address: \_\_\_\_\_  
Street Address: Goodwin Procter LLP  
Exchange Place  
City: Boston State: MA Zip: 02109-2881

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) ..... \$215.00

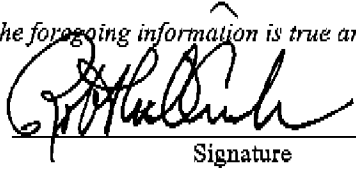
Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 07-1700

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

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.*

Robert M. O'Connell, Jr.  July 31, 2003

Name of Person signing \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Total number of pages include cover sheet, attachments, and document: 13

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

CH \$215.00 071700 76118390

**EXHIBIT C - Trademarks**

**Trademark Applications**

Mark	Country	Serial No.
ADAPTIVE CASE ENGINEERING	United States	76/118390
ADAPTIVE CASE ENGINEERING AND DESIGN	United States	76/118391

NEWRIVER	United States	75/630633
NEW RIVER and design	United States	75/634235
WEALTHSENSE	United States	78/124731

**Registered Marks**

Mark	Country	Reg. No.
CONSENT EXPRESS	United States	2572921
N (stylized)	United States	2391007
PROSPECTUS EXPRESS	United States	2572922

Execution Copy

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO THE  
TERMS AND CONDITIONS OF THE SUBORDINATION AGREEMENT,  
DATED AS OF JUNE 23, 2003, BETWEEN COMERICA BANK – CALIFORNIA  
AND LAZARD TECHNOLOGY PARTNERS II, LP**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement is entered into as of June 24, 2003 by and between:

**Lazard Technology Partners II, LP**, a limited partnership, having its principal place of business at 30 Rockefeller Plaza, 61<sup>st</sup> Floor, New York, NY 10020, individually and in its capacity as agent (together with its successors and assigns in such capacity, the "Agent") for the other Lenders; and

**NewRiver, Inc.**, a Massachusetts corporation with a principal place of business located at 200 Brickstone Square, 5<sup>th</sup> Floor, Andover, MA 01810 ("Company").

**RECITALS**

A. Pursuant to that certain Subordinated Secured Note and Warrant Purchase Agreement of even date herewith among the Company, Agent and the "Lenders" described therein (as amended and in effect from time to time, the "Loan Agreement"), the Lenders have agreed to make loans to the Company in the amounts and manner set forth in the Loan Agreement.

B. In order to induce the Lenders to enter into the Loan Agreement and make loans to Company thereunder, Company has agreed to grant to Agent, individually and in its capacity as agent for the other Lenders, a security interest in certain Copyrights, Patents, and Trademarks to secure the obligations of Company under the Loan Agreement and as specified in that certain Security Agreement of even date herewith between Company and Agent (the "Security Agreement").

C. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement and/or the Security Agreement.

D. Pursuant to the terms of the Loan Agreement and Security Agreement, Company has granted to Agent a security interest in all of Company'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 Security Agreement, Company hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. The following terms, as used herein, shall have the respective meanings set forth below:

(i) "Copyrights" means all copyrights, whether now existing or hereafter acquired, all registrations thereof, and all applications in connection therewith, including, without limitation, those listed on *Exhibit A* hereto, and all reissues, extensions or renewals thereof.

(ii) "Patents" means all patents and patent applications (including each patent and patent application listed on *Exhibit B* hereto), including without limitation, the inventions and improvements claimed therein, together with the reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof.

(iii) "Trademarks" means all of the following: all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those listed on *Exhibit C* hereto, and all reissues, extensions or renewals thereof.

2. To secure its obligations under the Loan Agreement and Security Agreement, Company grants and pledges to Agent a security interest in all of Company's right, title and interest in, to and under its intellectual property type general intangibles Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on *Exhibits A, B and C*, respectively, hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license fees and royalties, and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world.

3. This security interest is granted in conjunction with the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the Security Agreement, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or the Security Agreement, 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

4. Company represents and warrants that *Exhibits A, B, and C* attached hereto set forth a complete and correct list of all Copyright, Patent and Trademark rights in which the Company has any right, title or interest on the date hereof, including any and all for which Company has registered or filed an application with either the United States Patent and Trademark Office, the United States Copyright Office or any foreign counterpart offices, as applicable.

5. This Intellectual Property Security 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.

6. Whenever possible, each provision of this Intellectual Property Security Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Intellectual Property Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Intellectual Property Security Agreement. This Intellectual Property Security Agreement is to be read, construed and applied together with the Loan Agreement, the Security Agreement and the other Notes Documents which, taken together, set forth the complete understanding and agreement of Agent, Lenders and Company with respect to the matters referred to herein and therein.

7. This Intellectual Property Security Agreement and all obligations of Company hereunder shall be binding upon the successors and assigns of Company (including any debtor-in-possession on behalf of any Company) and shall, together with the rights and remedies of Agent, for the benefit of Agent and Lenders, hereunder, inure to the benefit of Agent and Lenders, all future holders of any instrument evidencing any of the Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner impair the security interest granted to Agent, for the benefit of Agent and Lenders, hereunder. Company may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Intellectual Property Security Agreement.

8. This Intellectual Property Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its law on conflict of laws.

*{Signatures begin on following page}*

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

AGENT:

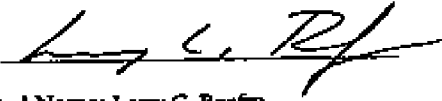
Lazard Technology Partners II, LP  
a limited partnership

By: \_\_\_\_\_

Printed Name: Russell E. Planitzer  
Title: Managing Principal

COMPANY:

NewRiver, Inc.

By: 

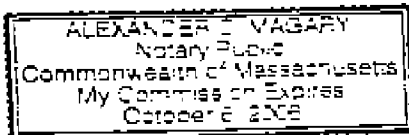
Printed Name: Larry C. Renfro  
Title: President

CERTIFICATE OF ACKNOWLEDGMENT

\* \_\_\_\_\_ )  
COUNTY OF \* Essex ) ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 20th day of June 2003, personally appeared Larry C. Renfro to me known personally, and who, being by me duly sworn, deposes and says that he is the President of NewRiver, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Larry C. Renfro acknowledged said instrument to be the free act and deed of said corporation.

*Alexander E. Vagary*  
Notary Public  
My commission expires: Oct-6, 2006



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.

**AGENT:**

**COMPANY:**

Lazard Technology Partners II, LP  
a limited partnership

NewRiver, Inc.

By: RE Planitzer

By: \_\_\_\_\_

Printed Name: Russell E. Planitzer  
Title: Managing Principal

Printed Name: Larry C. Renfro  
Title: President



***EXHIBIT A – Copyrights***

The Company has certain unregistered copyrights in the Company's database documents, marketing material, and other proprietary documentation.

**EXHIBIT B - Patents****Issued Patent**

<u>Description</u>	<u>Country</u>	<u>Registration Number</u>
MAPPING COMPLIANCE INFORMATION INTO USEABLE FORMAT	U.S.	6,122,635

**Patent Applications**

<u>Description</u>	<u>Country</u>	<u>Application Number</u>
MAPPING COMPLIANCE INFORMATION INTO USEABLE FORMAT	PCT	US99/02487
	Australian	26586/99
	Canadian	2320291
	European	99906752.3
	Japanese	2000-531800
OBTAINING CONSENT FOR ELECTRONIC DELIVERY OF COMPLIANCE INFORMATION	U.S.	09/023039 10/035966
	PCT	US99/02488
	Australian	32866/99
	Canadian	2320212
	European	99932528.5
METHOD AND APPARATUS FOR PROVIDING FINANCIAL TRANSACTION DATA VIA THE INTERNET	Japanese	2000-531801
	U.S.	09/785630
	PCT	US01/04880
	Australian	37023/01
	Canadian	2399291
METHOD AND APPARATUS FOR PROVIDING FINANCIAL TRANSACTION DATA VIA THE INTERNET	European	01909248.5
	Japanese	2001-560912
	U.S.	60/183285

METHOD AND SYSTEM FOR ELECTRONIC DELIVERY OF SENSITIVE INFORMATION	U.S.	09/989240
SYSTEM FOR MAPPING FINANCIAL DATA INTO COMPLIANCE INFORMATION	U.S.	10/135834
SYSTEM FOR LOCATING DATA ELEMENTS WITHIN ORIGINATING DATA SOURCES	U.S.	Provisional application filed 4/8/03
SYSTEM AND METHOD FOR IDENTIFYING COMPENSATION PLANS	U.S.	09/845577
	PCT	US01/657876
SYSTEM AND METHOD FOR ENCRYPTED MESSAGE INTERCHANGE	U.S.	09/657876
	PCT	US01/20812
SYSTEM AND METHOD FOR NONQUALIFIED BENEFIT DESIGN, IMPLEMENTATION	U.S.	60/292772
SYSTEM AND METHOD FOR NONQUALIFIED BENEFIT DESIGN, IMPLEMENTATION	U.S.	09/949376
	PCT	US01/28065
SYSTEM AND METHOD FOR ASSOCIATING AN INSURANCE ILLUSTRATION ENGINE WITH A NON-QUALIFIED BENEFIT PLAN	U.S.	60/335365

**EXHIBIT C - Trademarks****Trademark Applications**

<b>Mark</b>	<b>Country</b>	<b>Serial No.</b>
ADAPTIVE CASE ENGINEERING	United States	76/118390
ADAPTIVE CASE ENGINEERING AND DESIGN	United States	76/118391
CONSENT EXPRESS	Canada	1070206
CONSENT EXPRESS	Hong Kong	2000-25167
N and design	Canada	1070245
NEWRIVER	Canada	1070202
NEWRIVER	United States	75/630633
NEWRIVER and design	Canada	1070203
NEW RIVER and design	United States	75/634235
PROSPECTUS EXPRESS	Canada	1070201
PROSPECTUS EXPRESS	European Community	1953983
PROSPECTUS EXPRESS	Hong Kong	2000-25166
WEALTHSENSE	United States	78/124731

**Registered Marks**

<b>Mark</b>	<b>Country</b>	<b>Reg. No.</b>
ADAPTIVE CASE ENGINEERING	European Community	001920214
ADAPTIVE CASE ENGINEERING AND DESIGN	European Community	001917392
CONSENT EXPRESS	European Community	001955350
CONSENT EXPRESS	Japan	4645323
CONSENT EXPRESS	Switzerland	491052
CONSENT EXPRESS	United States	2572921
N (stylized)	United States	2391007
PROSPECTUS EXPRESS	Japan	4645324
PROSPECTUS EXPRESS	Switzerland	495702
PROSPECTUS EXPRESS	United States	2572922