

50-91-1

07-21-2005

FORM PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 05/31/2002)

RECORD TR



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

103044575

To the Honorable Commissioner of Patent:

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): OCTAGON RESEARCH SOLUTIONS INC
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

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

3. Nature of conveyance:
[] Assignment [] Merger
[X] Security Agreement [] Change of Name
[] Other
Execution Date: 4/6/05

[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] 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 [X] No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) B. Trademark No.(s)
78/355,147
78/355,154
78/355,156
78/355,137
78/355,127

Additional numbers attached? [] Yes [X] 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: 5
7. Total fee (37 CFR 3.41): \$140.00
[X] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number:
(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.
Trisha Sedillo
Name of Person Signing
Maribeth Cozani
Trisha Sedillo
Signature
4/12/05

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

07/20/2005 ECDOPER 00000099 78355147 Mail documents to be recorded with required cover sheet information to:
01 FC:8521 40.00 DP Commissioner of Patent & Trademarks, Box Assignments
02 FC:8522 100.00 DP Washington, D.C. 20231

TRADEMARK REEL: 003194 FRAME: 0309

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 6, 2005 by and between SILICON VALLEY BANK ("Bank") and OCTAGON RESEARCH SOLUTIONS, INC. ("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 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, 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 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.

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.

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.

GRANTOR:

Octagon Research Solutions, Inc.

Address of Grantor:

~~1016 West Ninth Avenue, Suite 102
King of Prussia, PA 19406~~


Attn: David Difelice

585 East Swedesford Road
Wayne, PA. 19087

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

By: 

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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.

GRANTOR:

Address of Grantor:

Octagon Research Solutions, Inc.

1016 West Ninth Avenue, Suite 102
King of Prussia, PA 19406
Attn: _____

By: _____

Title: _____

Address of Bank:

BANK:

3003 Tasman Drive
Santa Clara, CA 95054-1191

SILICON VALLEY BANK

By: *Dave Polunin*

Title: VP

Attn: *Sean Park, Treasury Dept.*

EXHIBIT "A"
COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

| <u>COPYRIGHT DESCRIPTION</u> | <u>REGISTRATION NUMBER</u> | <u>DATE OF ISSUANCE</u> |
|------------------------------|----------------------------|-------------------------|
|------------------------------|----------------------------|-------------------------|

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

| <u>COPYRIGHT DESCRIPTION</u> | <u>APPLICATION NUMBER</u> | <u>DATE OF FILING</u> | <u>CREATION</u> | <u>FIRST DATE OF PUBLIC DISTRIBUTION</u> |
|------------------------------|---------------------------|-----------------------|-----------------|--|
|------------------------------|---------------------------|-----------------------|-----------------|--|

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

| <u>COPYRIGHT DESCRIPTION</u> | <u>DATE OF CREATION</u> | <u>FIRST DATE OF DISTRIBUTION</u> | <u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM GRANTOR)</u> | <u>DATE AND RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF GRANTOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR)</u> |
|------------------------------|-------------------------|-----------------------------------|--|---|
|------------------------------|-------------------------|-----------------------------------|--|---|

ViewPoint and StartingPoint

EXHIBIT "B"

PATENTS

| <u>PATENT</u> <u>DESCRIPTION</u> | <u>DOCKET NO.</u> | <u>COUNTRY</u> | <u>SERIAL NO.</u> | <u>FILING DATE</u> | <u>STATUS</u> |
|-------------------------------------|-------------------|----------------|-------------------|--------------------|---------------|
|-------------------------------------|-------------------|----------------|-------------------|--------------------|---------------|

1) Patent application #10/430,091

Method for managing business process related to a document.

Publication #US-2003-0191681-A1

Publication date 10/9/03.

EXHIBIT "C"
TRADEMARKS

| <u>TRADEMARK DESCRIPTION</u> | <u>COUNTRY</u> | <u>APP. NO</u> |
|---|----------------|-------------------------|
| 1) Mark: Octagon | US | Application #78/355,147 |
| 2) Mark: ViewPoint | US | Application #78/355,154 |
| 3) Mark: StartingPoint | US | Application #78/355,156 |
| 4) Mark: Octagon Research Solutions Inc. & Design | US | Application #78/355,137 |
| 5) Mark: VantagePoint | US | Application #78,355,127 |