

Box Assignment
Commissioner of Patents and Trademarks
Washington, D.C. 20231

04-10-2000



Post Office Box 7068
Pasadena, CA 91109-7068

Commissioner of Patents and Trademarks: Please **101296062** ents or copy thereof:

1. Name of conveying party(ies): Mindbox, Inc. ☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☒ Corporation, California ☐ Other ☐ Exists Under Laws of Additional name(s) of conveying party(ies) attached:	2. Name and address of receiving party(ies): Name: Petra Mezzanine Fund, L.P. Street Address: 172 Second Avenue North, Suite 112 Nashville, TN 37201 ☐ Individual(s) citizenship ☐ Association ☐ General Partnership ☒ Limited Partnership, Delaware ☐ Corporation ☐ Other: ☐ Exists Under Laws of If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designation must be a separate document from Assignment). Additional name(s) & address(es) attached?									
3. Name of conveyance: ☐ Assignment ☐ Merger ☒ Security Agreement ☐ Change of Name ☐ Other: Execution Date: March 31, 2000	4. B. Trademark Registration No.(s) 1430923 1552660 1857208 Additional numbers attached? NO									
4. A. Trademark Application No.(s)	4. B. Trademark Registration No.(s) 1430923 1552660 1857208									
5. Please return the recorded document and address all correspondence to: CHRISTIE, PARKER & HALE, LLP P.O. Box 7068 Pasadena, CA 91109-7068 Attention: Daniel R. Kimbell	6. Total number of applications or registrations involved..... 3 7. ☒ Total fee enclosed (37 CFR 3.41): \$ 90.00 8. ☒ Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.									
10. ☒ Explanatory letter is enclosed.	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. Date: April 7, 2000 By <u>Daniel R. Kimbell</u> Name: Daniel R. Kimbell 626/795-9900									
04/11/2000 JSHABAZZ 00000083 1430923 <table style="width: 100%;"> <tr> <td style="width: 20%;">01 FC:481</td> <td style="width: 20%;">40.00 OP</td> <td style="width: 60%;"></td> </tr> <tr> <td>02 FC:482</td> <td>50.00 OP</td> <td></td> </tr> <tr> <td>03 FC:484</td> <td>120.00 OP</td> <td></td> </tr> </table> DR		01 FC:481	40.00 OP		02 FC:482	50.00 OP		03 FC:484	120.00 OP	
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Total number of pages including cover sheet, attachments, and document: 47										

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TRADEMARK
REEL: 002016 FRAME: 0055

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (this "*Security Agreement*"), dated as of March 31, 2000, is made by MINDBOX, INC., a California corporation (the "*Grantor*"), in favor of PETRA MEZZANINE FUND, L.P., a Delaware limited partnership (the "*Lender*").

RECITALS:

WHEREAS, Lender is making a loan (the "*Loan*") in the principal amount of \$3,000,000 to Grantor pursuant to that certain Loan and Security Agreement of even date herewith by and between Grantor, as guarantor, MINDBOX, INC., a Delaware corporation, as borrower, and Lender (as amended, supplemented or otherwise modified from time to time, the "*Loan Agreement*"); and

WHEREAS, in connection with the making of the Loan, Lender desires to obtain from Grantor and Grantor desires to grant to Lender a security interest in certain collateral more particularly described below;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and to induce Lender to make the Loan to Grantor under the Loan Agreement, Grantor hereby agrees with Lender, as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein shall have the same meanings given to them in the Loan Agreement, and the following terms shall have the following meanings:

"Collateral" has the meaning assigned to it in Section 2 of this Security Agreement.

"Patents" means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all divisions, continuations and continuations-in-part thereof, including, without limitation, any thereof referred to in **Exhibit A** hereto.

"Patent Licenses" means all agreements, written or oral, providing for the grant by or to Grantor of any right to use any Patent, including, without limitation, any thereof referred to in **Exhibit A** hereto.

“Proceeds” means “proceeds,” as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to Grantor from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any person acting under color of governmental authority, (c) all judgments in favor of Grantor in respect of the Collateral, and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

“Security Agreement” means this Trademark and Patent Security Agreement, as amended, supplemented or otherwise modified from time to time.

“Trademarks” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed with a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in **Exhibit B** hereto.

“Trademark Licenses” means all agreements, written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in **Exhibit B** hereto.

“UCC” means the Uniform Commercial Code as from time to time in effect in the State of Georgia.

2. (a) Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, Grantor hereby assigns and grants to Lender for the benefit of Lender a security interest in all of Grantor’s right, title and interest in and to the following property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the **“Collateral”**):

- (i) all Trademarks;
- (ii) all Trademark Licenses;
- (iii) all Patents;
- (iv) all Patent Licenses; and

(v) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

(b) **Subordination.** All of the security interests and liens created by the Grantor pursuant to this Agreement, and all the rights and remedies of the Lender with respect thereto, shall be subject and subordinate to all of the security interests and liens from time to time securing "Senior Debt", as such terms is defined in the Investor Subordination Agreement in the form attached to the Loan Agreement as *Exhibit C* (the "Subordination Agreement") to the extent and in the manner set forth in the Subordination Agreement. All of the terms and other provisions of the Subordination Agreement are hereby incorporated by reference herein and made a part hereof.

3. **Representations and Warranties.** Grantor represents and warrants that **Exhibits A and B** hereto includes all of Grantor's registered Patents and Patent Licenses and all of the Trademarks and Trademark Licenses as of the date hereof. To the best of Grantor's knowledge, each registered Patent and Trademark is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set forth in **Exhibits A and B**, none of the Patents or Trademarks is the subject of any licensing or franchise agreement. All licenses of the Patents and Trademarks are in force and effect, and, to the best knowledge of Grantor, not in default. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any Patent or Trademark. No action or proceeding is pending for which the Grantor has been served (i) seeking to limit, cancel or question the validity of any Patent or Trademark or Grantor's ownership thereof, or (ii) which, if adversely determined, could reasonably be expected to have a material adverse effect on the value of any Patent or Trademark.

4. **Covenants.** Grantor covenants and agrees with Lender that, from and after the date of this Security Agreement until the Secured Obligations are paid in full:

(a) **Further Documentation.** From time to time, upon the written request of Lender, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Lender may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code as in effect in any jurisdiction with respect to the liens created hereby. Grantor also hereby authorizes Lender to file any such financing or continuation statement without the signature of Grantor to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b) **Limitation on Liens on Collateral.** Grantor will not create, incur or permit to exist, and Grantor will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any lien or claim on or to the Collateral or any portion thereof, other than the security

interests created hereby, and other than as permitted pursuant to the Loan Agreement, and will take all commercially reasonable actions that are necessary to defend the right, title and interest of Lender in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c) **Limitations on Dispositions of Collateral.** Grantor will not sell, transfer or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so except as permitted in the Loan Agreement.

(d) **Notices.** Grantor will advise Lender promptly, in reasonable detail, at Lender's address set forth in the Loan Agreement, (i) of any lien (other than liens created hereby or permitted under the Loan Agreement) on, or claim asserted against, the Collateral or any portion thereof, and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the value of the Collateral or on the liens created hereunder.

(e) **Patents and Trademarks.**

(i) Grantor (either itself or through licensees) will, except with respect to any Trademark that Grantor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determines not to do so, (A) continue to use such Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force and effect, free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar to or a colorable imitation of such Trademark unless within 30 days after such use or adoption, Lender, for its benefit, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) Grantor will not, except with respect to any Patent that Grantor shall reasonably determine is of immaterial economic value to it, do any act, or omit to do any act, whereby any Patent may become abandoned.

(iii) Grantor will promptly notify Lender if Grantor knows, or has reason to know, that any application relating to any Patent or any Trademark may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding Grantor's ownership of any Patent or Trademark or its right to register the same or to keep and maintain the same.

(iv) Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent or for the registration of any

Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, Grantor shall report such filing to Lender within five business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Lender, Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Lender may request to evidence Lender's security interest in any newly filed Patent or Trademark (or the application related thereto) and the goodwill and general intangibles of Grantor relating thereto or represented thereby, and Grantor hereby constitutes Lender its attorney-in-fact with full power of substitution to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(v) Grantor will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or issuance) and to maintain each Patent and each registration of Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability when appropriate.

(vi) In the event Grantor knows or has reason to know that any Patent or Trademark included in the Collateral is infringed, misappropriated or diluted by a third party, Grantor shall promptly notify Lender after it learns thereof and shall, unless Grantor shall reasonably determine that such Patent or Trademark is of immaterial economic value to Grantor which determination Grantor shall promptly report to Lender, promptly sue for infringement, misappropriation or dilution, or take other actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Patent or Trademark.

5. Remedies. If an Event of Default shall occur and be continuing, Lender shall have all of the rights and remedies set forth in the Loan Agreement and all other rights and remedies that Lender may now or hereafter possess at law, in equity, by statute or otherwise, subject always in any event to all of the terms and provisions contained in the Subordination Agreement.

6. Limitation on Duties Regarding Preservation of Collateral. Neither Lender nor any of its shareholders, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Grantor or otherwise.

7. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8. **Paragraph Headings.** The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

9. **No Waiver; Cumulative Remedies.** Lender shall not by any act (except by a written instrument pursuant to Section 10 hereof) be deemed to have agreed or consented to any delay, indulgence or omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Lender of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

10. **Waivers and Amendments; Successors and Assigns.** None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantor and Lender, provided that any provision of this Security Agreement may be waived by Lender in a written letter or agreement executed by Lender or by telex or facsimile transmission from Lender. This Security Agreement shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of Lender and its successors and assigns.

11. **Notices.** Any and all notices, elections or demands permitted or required to be made under this Agreement or any of the Loan Documents shall be made in accordance with the terms of the Loan Agreement.

12. **Governing Law.** This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Georgia applicable to contracts to be wholly performed in such State.

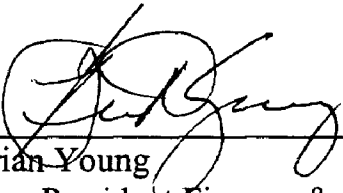
13. **Confidentiality.** Lender agrees that the provisions of Section 8.15 of the Loan Agreement may apply to certain items included in the Collateral. Grantor acknowledges and agrees that this Security Agreement may be filed of record in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

MINDBOX, INC.

By: 
Richard Barfus
Chief Executive Officer

By: 
Brian Young
Vice President Finance & Administration

LENDER:

PETRA MEZZANINE FUND, L.P.

By: Petra Partners, LLC

By: _____
Michael W. Blackburn
Manager

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

MINDBOX, INC.

By: _____
Richard Barfus
Chief Executive Officer

By: _____
Brian Young
Vice President Finance & Administration

LENDER:

PETRA MEZZANINE FUND, L.P.

By: Petra Partners, LLC

By: Michael W. Blackburn
Michael W. Blackburn
Manager

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

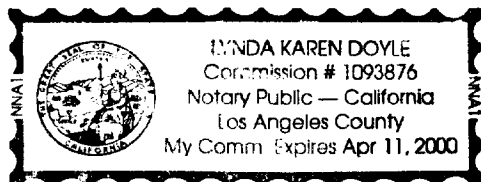
State of CALIFORNIA
 County of Los Angeles

On MAR 29 2000 before me, LYNDA KAREN DOYLE
Date Name, title - e.g., John Doe, Notary Public
 personally appeared RICHARD BARFUS & BRIAN D. YOUNG
Name(s) of Signer(s)

☐ Personally known to me

OR

☒ Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Seal

Lynda Karen Doyle
Signature of Notary

LYNDA KAREN DOYLE 4/11/2000
Print Notary's Name, County in which Commissioned and Commission Expiration Date

OPTIONAL

The data below is not required by law, however it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

SIGNATURE AUTHORITY OF SIGNER: _____

DESCRIPTION OF ATTACHED DOCUMENT _____

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

Title(s)

TITLE OR TYPE OF DOCUMENT

- ☐ PARTNER
 ☐ LIMITED
 ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

NUMBER OF PAGES

DATE OF DOCUMENT

NAME(S) OF PERSON(S) OR ENTITY(IES) SIGNER IS REPRESENTING: _____

SIGNER(S) OTHER THAN NAMED ABOVE: _____

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Michael W. Blackburn, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Manager of Petra Partners, LLC, the General Partner of Petra Mezzanine Fund, L.P., the within named bargainor, a Delaware limited partnership, and that he as such Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as such Manager.

WITNESS my hand, at office in Nashville, Tennessee, this 30th day of March, 2000.

Carol Hallins

Notary Public

My Commission Expires:

July 26, 2003

EXHIBIT A

Please see copy of ART Family License Agreement attached hereto,
together with Attachment C thereto.

ART FAMILY LICENSE AGREEMENT

This ART Family License Agreement (this "Agreement") is entered into as of March 31, 2000 (the "Effective Date") by and between Brightware, Inc., a Delaware corporation with principal offices at 350 Ignacio Blvd., Suite 100, Novato, CA 94949 ("Brightware") and Mindbox, Inc., a California corporation with principal offices at 350 Ignacio Blvd, Novato, CA 94949 ("Mindbox").

RECITALS

WHEREAS, Brightware and Mindbox, Inc., a Delaware corporation ("Parent"), are parties to that certain Asset Purchase Agreement entered into between Brightware and the Parent of even date herewith (the "Asset Purchase Agreement"), pursuant to which Brightware sold to Mindbox, and Mindbox purchased from Brightware, certain assets related to Brightware's solutions business; and

WHEREAS, Mindbox desires to license from Brightware, and Brightware desires to license to Mindbox, certain computer software known as ART, ART*Enterprise and ART-IM and other related intellectual property rights, pursuant to the terms and conditions of this Agreement, for use by Mindbox in connection with Mindbox's operation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, representations and warranties contained herein, the parties hereby agree as follows:

1. DEFINITIONS.

1.1 "ART Software" means the computer software products described on Attachment A, as such products exist on the Effective Date. The Brightware Software Products are not ART Software.

1.2 "Brightware Software Products" means the products set forth in Attachment D and any successor to any of such products.

1.3 "CBR Kernel Source Code" means the source code for the CBR Kernel which is a component of the ART Software.

1.4 "End User Documentation" means documentation that is typically distributed by Brightware to end user customers of the ART Software, in the form as more fully described in Attachment B.

1.5 "Licensed Software" means the Source Code, CBR Kernel Source Code, Object Code, End User Documentation and Source Documentation.

1.6 "Object Code" means machine executable code resulting from the compilation of the Source Code and the CBR Kernel Source Code.

1.7 “Source Code” means the source code for the ART Software, specifically excluding the CBR Kernel Source Code.

1.8 “Source Documentation” means the documentation accompanying and describing the Source Code, as described in Attachment B.

1.9 “Licensed Patents” means the patent applications identified in Attachment C below, and any and all patents that issue therefrom.

2. LICENSE.

2.1 Source Code. Brightware hereby grants to Mindbox a nonexclusive, transferable (under the assignment rights set forth in Section 10.1), worldwide, royalty-free license to use, modify, reproduce, sublicense (subject to the limitations of Section 7.2 below), and prepare derivative works of the Source Code subject to any limitations set forth in section 2.10 hereinbelow and any other limitations set forth herein, and to use the Source Documentation and End User Documentation to support such efforts, for the purposes of developing custom software solutions based upon the Licensed Software for end user Customers (“Solutions”), supporting such Solutions, and otherwise to advance the business of Mindbox, its successors, assigns, transferees or licensees. Mindbox must maintain appropriate records as to the number of backup copies it maintains of the Source Code. Mindbox agrees that all use of the Source Code and Source Documentation shall expressly be subject to the restrictions set forth herein.

2.1.A Anything in this Agreement express or implied to the contrary notwithstanding, the licenses granted by Brightware to Mindbox pursuant to Section 2.1, 2.2, or 2.3 hereof are absolute, unconditional, irrevocable and perpetual in all circumstances and are not subject to termination, cancellation or rescission for any reason whatsoever, including, without limitation, (i) any breach or default of Mindbox, or its successors, assigns, transferees or licensees, of any of its covenants, agreements or other obligations hereunder, (ii) the dissolution, termination of existence, or commencement of any bankruptcy or insolvency proceeding by or against Mindbox or any of its affiliates, successors, assigns, transferees or licensees, or (iii) the absorption, merger or consolidation of, or the effectuation of any other change whatsoever in the name, membership, constitution or place of formation of, Mindbox or any of its affiliates, successors, assigns, transferees or licensees.

2.1.B Anything in this Agreement express or implied to the contrary notwithstanding, each license granted by Brightware to Mindbox pursuant to Section 2.1, 2.2, or 2.3, hereof shall include (without limitation) the right and license on the part of Mindbox to grant to any other person or persons one or more sublicenses under all or any part of any license so granted to Mindbox hereunder.

2.1.C CBR Kernel Source Code License. Brightware hereby grants to Mindbox a nonexclusive, transferable (under the assignment rights set forth in Section 10.1), non-sublicensable, worldwide, royalty-free license to use, compile, modify, reproduce, and prepare derivative works of the CBR Kernel Source Code subject to any limitations set forth in section 2.10 hereinbelow and any

other limitations set forth herein, and to use the Source Documentation and End User Documentation to support such efforts.

2.2 Object Code. Brightware hereby further grants to Mindbox an nonexclusive, transferable (under the assignment rights set forth in Section 10.1), worldwide, royalty-free license to use, reproduce, sublicense and distribute the Object Code and modifications thereof, and to have its licensees do same, to advance the business of Mindbox, its successors, assigns, transferees or licensees.

2.3 End User Documentation. Brightware hereby grants to Mindbox a nonexclusive, transferable (under the assignment rights set forth in Section 10.1), worldwide license to use, reproduce, sublicense, modify, and prepare and have prepared derivative works of the End User Documentation and to distribute the End User Documentation and Modifications thereof that are prepared by Mindbox in connection with Mindbox's authorized distribution of the Object Code under Section 2.2 above, and to have its licensees do same.

2.4 Non-Competition Restrictions. For a period of five (5) years commencing on the Effective Date: (i) Mindbox may not, and may not authorize, assist or otherwise enable any other party to, develop, market, sell, distribute, support or provide any product which competes with and is similar to the Brightware Software Products, and (ii) Brightware may not license the ART Software to any other party as a standalone development tool unless such party is performing development or other work for Brightware, provided that Brightware may continue to use and license the ART Software in any commercial products developed by Brightware or others for Brightware, including the Brightware Software Products, and providing that nothing herein shall restrict Brightware's rights to transfer the ART Software assets to a third party as long as such third party agrees to be bound by the restrictions contained in this Section 2.4 and in the other Sections of this Agreement. Notwithstanding the provisions of (ii) above, neither Brightware nor its assigns shall use the ART Software to develop a commercial product for resale for the mortgage industry that shall perform the functions of automated underwriting or mortgage risk based pricing, nor shall Brightware or its assigns grant to any other person or persons (whether directly or indirectly) any rights or licenses of any kind to so use the ART Software

2.5 Distributors. Mindbox may exercise its distribution rights granted pursuant to Section 2.2 above through the use of third party distributors, resellers, dealers and sales representatives (collectively, "Distributors"). Each Distributor authorized by Mindbox shall agree in a written agreement with Mindbox that (i) it will not modify, reverse assemble, reverse engineer, decompile or otherwise attempt to derive source code from the Object Code provided by Mindbox, (ii) Brightware is the direct and intended beneficiary of such agreement and may enforce it directly against the Distributor, (iii) Brightware shall not be liable to the Distributor for any damages arising out of or related to the Distributor's use or distribution of the Object Code and Brightware makes no warranties to the Distributor with respect to the Object Code. For its own part, Brightware shall require its distributors to agree not to modify, reverse assemble, reverse engineer, decompile or otherwise attempt to illicitly derive source code from the Object Code obtained from Brightware.

2.6 Ownership. Mindbox acknowledges that the Licensed Software is the proprietary information of Brightware and that Brightware retains all right, title, and interest in and to the Licensed Software, including without limitation all copyrights, patent rights and other intellectual property rights. Mindbox hereby retains all right, title and interest in and to any modifications to and any and all derivative works of the Licensed Software prepared by Mindbox.

2.7 Access to Source Code and Source Code Documentation. Without limitation of Mindbox's rights (which rights are absolute and unconditional) to assign and transfer to any person or persons its rights, licenses and remedies hereunder, Mindbox and Brightware agree to restrict access to the Source Code and Source Documentation to those employees and, subject to the provisions of Section 2.8 below, consultants of Mindbox and Brightware, respectively, who are directly involved with development of Mindbox's and Brightware's products based on the Source Code. All such personnel shall sign an employee confidentiality agreement or consultant confidentiality agreement, as applicable, which provides protections of the Source Code at least as restrictive as those set forth herein. Mindbox and Brightware further agree that any licensees of Mindbox and Brightware to whom access to the Source Code and Source Documentation is provided will be required to be bound by confidentiality provisions as least as restrictive as those set forth herein.

2.8 Use of Consultants. Without limitation of Mindbox's rights (which rights are absolute and unconditional) to assign and transfer to any person or persons its rights, licenses and remedies hereunder, Mindbox may use consultants to exercise its rights granted pursuant to this Section 2, provided that such consultants agree in writing to be bound by confidentiality provisions at least as restrictive as those set forth herein. Brightware agrees that it shall have its consultants consulting with respect to the ART Software to agree in writing to be bound by confidentiality provisions at least as restrictive as those set forth herein.

2.9 Proprietary Notices. Mindbox agrees that each copy of any Licensed Software or modified Licensed Software used, reproduced or distributed by Mindbox shall display reproductions of the copyright notices and other proprietary legends of Brightware and its suppliers which accompany the Licensed Software. Mindbox shall not remove, efface or obscure any copyright notices or other proprietary notices or legends from any Brightware materials provided hereunder, but Mindbox shall be permitted to move applicable copyright notice(s) to other readily accessible locations in the Licensed Software and to indicate that the Licensed Software is used under license.

2.10 Patent License. Brightware hereby grants to Mindbox a royalty-free, nonexclusive, transferable (under the assignment rights set forth in Section 10.1), worldwide license to make, have made, use and sell products in the development, design, manufacture, marketing and use of any and all products, technologies and information related primarily to the ART Software, as well as all services, activities, research and development, testing and implementation related primarily to the ART Software that fall within the scope of the rights claimed in each of the Licensed Patents which issue as a patent. This license shall not include proprietary algorithms and techniques within all source codes to the extent that such algorithms and techniques fall within the scope of the rights claimed in each of the Licensed Patents.

2.11 Insurance. Mindbox and Brightware shall maintain patent infringement defense cost insurance with, at a minimum, five hundred thousand dollars (\$500,000) (the "Required Patent Insurance") in coverage during the IP Warranty Period. Any successor or assign of Mindbox or Brightware shall be bound by Section 2.11 during the IP Warranty Period

2.12 Third Party Software. Mindbox acknowledges that there is embedded in the ART Software certain third party software as set out herein in Attachment E (the "Third Party Software"). To the extent allowed by law, Brightware hereby grants a sublicense to Mindbox to the Third Party Software subject to the respective limitations, restrictions and requirements which Brightware is subject to thereunder. Mindbox shall be responsible for paying any and all royalties required under any sublicenses to the Third Party Software. If any sublicense may not be sublicensed to Mindbox, or if any sublicense expires during the term of this agreement, Mindbox hereby agrees to license the specific Third Party Software for use with the ART Software at their own cost and Brightware shall not be responsible to reimburse Mindbox for any such costs.

3. **DELIVERY.**

Brightware will deliver to Mindbox one (1) electronic copy of the Source Code, one electronic copy of the Source Documentation and End User Documentation of each version of the Licensed Software set out in Attachment A within ten business days after the Effective Date. . If for any reason Mindbox shall require additional electronic copies of the Source Code, the Source Documentation, or the End User Documentation, Brightware shall promptly provide Mindbox with additional copies of same, provided that such Source Code, Source Documentation, or End User Documentation are still in the possession of Brightware. Nothing in the preceding sentence shall require Brightware to preserve the Source Code, Source Documentation or End User Documentation.

4. **END USER LICENSE RESTRICTIONS.**

Each copy of Object Code or modifications thereof that is distributed hereunder shall be distributed pursuant to a software license agreement between Mindbox and the end user in a form that does not violate the terms of this Agreement. When the licensee thereunder is a branch or office of the U.S. government, such agreement shall also include an appropriate government restricted rights legend. Mindbox agrees to use its best efforts to enforce the obligations of its end user software license agreements and to inform Brightware promptly of any known breach of such obligations. Likewise, each copy of Object Code or modifications thereof that is distributed by Brightware shall be distributed pursuant to a software license agreement between Brightware and the end user in a form that does not violate the terms of this Agreement. When the Brightware licensee thereunder is a branch or office of the U.S. government, such agreement shall also include an appropriate government restricted rights legend. Brightware agrees to use its best efforts to enforce the obligations of its end user software license agreements and to inform Mindbox promptly of any known breach of such obligations. Both Mindbox and Brightware shall require licensees of the Source Code or Object Code to abide by the non-competition restrictions set forth in section 2.4 herein and shall include such restriction in any Source Code or Object Code license.

5. **CONSIDERATION.**

The consideration for the rights and licenses granted herein is set forth in the Asset Purchase Agreement.

6. **WARRANTY AND DISCLAIMER.**

6.1 Brightware warrants that the media on which, or the form of transmission of, the Licensed Software will be free from defects in materials and workmanship.

6.2 **DISCLAIMER.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6.1 ABOVE, THE LICENSED SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, AND BRIGHTWARE MAKES AND MINDBOX RECEIVES NO WARRANTIES OR CONDITIONS REGARDING THE LICENSED SOFTWARE OR ITS USE OR OPERATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND BRIGHTWARE EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE.

7. **CONFIDENTIALITY.**

7.1 **Confidential Information.** Mindbox acknowledges that information which Brightware discloses to Mindbox in a tangible form and which is marked "Confidential" or "Proprietary" (or with a similar legend), or that is disclosed orally and confirmed in writing as confidential within a reasonable time, constitutes the proprietary and confidential information of Brightware ("Confidential Information"). Even if not so marked, the parties agree that the Source Code and Source Documentation shall be "Confidential Information" hereunder as well as the patent application serial numbers set forth in attachment C.

7.2 **Use and Disclosure.** Mindbox agrees not to use, disclose, distribute or disseminate Confidential Information except as expressly permitted under this Agreement, and shall keep the Confidential Information in strict confidence. Mindbox shall retain the Confidential Information in strict confidence and shall protect such Confidential Information using at least the same measures that Mindbox uses to protect its own most highly valuable confidential information, but shall in no event use less than commercially reasonable measures. Nothing in this Agreement shall prevent Mindbox from disclosing Source Code, Object Code, and End User Documentation to Mindbox's successors, assigns, transferees and licensees. If Mindbox discloses any Source Code to any third party, Mindbox shall enter into a Confidentiality Agreement with said third party, said Confidentiality Agreement being no less restrictive than the obligations set out herein with respect to Mindbox. Mindbox shall have no rights to license the CBR Kernel Source Code to any third party. For its own part, Brightware agrees not to disclose, distribute or disseminate any Confidential Information that may compromise the interests of Mindbox and shall protect such Confidential Information using at least the same measures that Brightware uses to protect its own most highly valuable confidential information, but shall in no event use less than commercially reasonable

measures. Notwithstanding the foregoing, both Brightware and Mindbox may disclose Confidential Information as required under law.

7.3 Remedies. Mindbox acknowledges that any material breach of the foregoing confidentiality obligation could cause harm to Brightware. Brightware shall be permitted to bring legal action for material breaches of the confidentiality obligation and Brightware, subject always to Section 2.1.A hereof, may be entitled to damages both in equity and in law hereunder. For its own part, Brightware acknowledges that any material breach of the foregoing confidentiality obligation could cause harm to Mindbox. Mindbox shall be permitted to bring legal action for material breaches of the confidentiality obligation and Mindbox may be entitled to damages both in equity and in law hereunder.

7.4 Notification. Each party agrees to notify the other party promptly in the event of any breach of its security under conditions in which it would appear that the Confidential Information were prejudiced or exposed to loss. Mindbox shall, upon request of Brightware, take all other reasonable steps necessary to recover any compromised Confidential Information disclosed to or placed in the possession of Mindbox by virtue of this Agreement. All reasonable costs of taking such steps shall be borne solely by Mindbox, except for the value of the time of Brightware's employees. Brightware shall, upon the request of Mindbox, take all other reasonable steps necessary to recover any compromised Confidential Information, and all reasonable costs for doing so shall be borne by Brightware, except for the value of the time of Mindbox's employees.

7.5 Exceptions. The foregoing restrictions will not apply to information that Mindbox can demonstrate: (i) is publicly known through no wrongful act of Mindbox; (ii) has been rightfully received by Mindbox from a third party authorized to make such disclosure without restriction; (iii) has been approved for release by written authorization of Brightware; or (iv) is required to be disclosed pursuant to subpoena or other action of a court or government agency provided that Brightware is given prior notice of such disclosure and a reasonable opportunity to seek a protective order or other confidential treatment

8. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION.

8.1 Brightware Representations and Warranties. Brightware represents and warrants to Mindbox that Brightware has full power, right and authority to enter into this Agreement and to carry out its obligations under this Agreement. Brightware further represents and warrants to Mindbox that the execution and performance of this Agreement by Brightware will not conflict with any other obligation of Brightware and that Brightware has not granted to any other person any rights or licenses inconsistent with the rights and licenses granted to Mindbox hereby. Brightware further warrants that it is the owner or licensee of the Licensed Software and a licensee of the Licensed Patents and that it has the right to sublicense the Licensed Patents to Mindbox. Brightware further warrants that the Licensed Software and the technology claimed in the Licensed Patents (i) were developed by Brightware and/or Inference Corporation and/or employees and/or independent

contractors of Inference Corporation, and does not infringe, breach or violate in any material respect any copyright or patent rights of others. The sole remedy available to Mindbox for the breach of the representations and warranties provided with respect patent or copyright infringement are set forth hereinbelow in section 8.2.

8.2 **Brightware Indemnification.** After a period of 5 years (the "IP Indemnity Period") if any copyright or patent infringement claim is brought against Mindbox, its successors or assigns, claiming that the Licensed Software infringes a patent or copyright, Brightware shall have no liability for any such infringement actions brought against Mindbox, its successors or assigns. If, prior to the expiration of the IP Indemnity Period, such a claim is brought against Mindbox, its successors or assigns, Brightware shall indemnify Mindbox, its successors or assigns, for any amounts above and beyond those covered by the Required Patent Insurance, as set forth hereinabove in Section 2.11. Brightware shall not be liable for any amounts that are payable under or in accordance with the Required Patent Insurance. If, in connection with any claim made against Mindbox, its successors or assigns, at any time prior to the expiration of the IP Indemnity Period, an injunction is obtained against the making, use or sale of the Licensed Software, or if it is Brightware's opinion that the Licensed Software is likely to become subject to such infringement, then Brightware may at its sole option and expense, promptly (and in any event using its best efforts, time being of the essence) thereafter either procure for Mindbox, its successors or assigns, the right to continued use of the Licensed Software or modify same so that it becomes non-infringing, so long as the Licensed Software functions in a substantially similar manner and with substantially the same performance. Notwithstanding the foregoing, Brightware assumes no liability for infringement claims arising from or related to (i) the combination of the Licensed Software with other products not provided by Brightware, if such infringement would have been avoided by the use of the Licensed Software alone; (ii) the modification of the Licensed Software, if such infringement would have been avoided by the use of the unmodified Licensed Software; or (iii) failure by Mindbox, its employees, agents, consultants or licensees to take all reasonable actions to prevent or mitigate losses, damages, costs and expenses.

THE FOREGOING STATES BRIGHTWARE'S SOLE LIABILITY AND MINDBOX'S SOLE AND EXCLUSIVE REMEDY FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

8.3 **Mindbox Representations.** Mindbox represents and warrants to Brightware that Mindbox has full power, right and authority to enter into this Agreement and to carry out its obligations under this Agreement. Mindbox further represents and warrants to Brightware that the execution and performance of this Agreement by Mindbox will not conflict with any other obligation of Mindbox.

9. TERM AND LEGAL RECOURSE.

9.1 **Term.** This Agreement, and the rights and licenses granted to Mindbox hereby shall continue in full force and effect in perpetuity and shall not be subject to termination, cancellation and/or rescission for any reason whatsoever.

9.2 Legal Recourse. If Mindbox shall materially breach this Agreement, Brightware's shall be entitled to bring legal action against Mindbox to seek available judicial remedies, except that Brightware shall not be permitted to seek termination, cancellation and/or rescission of this Agreement, or any of the rights or licenses granted to Mindbox hereby, for any reason whatsoever.

10. MISCELLANEOUS.

10.1 Assignment. This Agreement may be assigned by either party, provided that the assignee agrees in writing to be bound by the terms and conditions of this Agreement, and further provided that the assigning party remains liable for all obligations hereunder and any breaches thereof. Subject to the foregoing, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto; provided, however, that MindBox may collaterally assign its rights and interests hereunder to a lender (including, without limitation, Imperial Bank and Petra Mezzanine Fund, L.P.) to the extent necessary to secure financing, and the rights of any such lender as collateral assignee shall only be the rights available to a secured party under the Uniform Commercial Code.

10.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, except that body of California law concerning conflicts of law.

10.3 Dispute Resolution. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction and venue of the California state courts located in San Francisco, California (or, if there is exclusive federal jurisdiction, the United States District Court for the Northern District of California), and the parties hereby consent to the personal and exclusive jurisdiction of these courts.

10.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via telecopy (with acknowledgement of complete transmission) to the parties at the following address (or at such other address for a party as shall be specified by like notice):

(i) if to Brightware to:

Kenneth Stein, Esq., Director of IP
Brightware, Inc.
350 Ignacio Blvd.
Novato, CA 94947

with a copy to:

Wilson, Sonsini, Goodrich & Rosati
650 Page Mill Road

Palo Alto, California 94304
Attention: Steven Bockner, Esq.
Telecopy No.: (415) 493-6811

(ii) if to Mindbox, to:

Rich Barfus, President and CEO
Mindbox, Inc.
350 Ignacio Blvd.
Novato, CA 94947

with a copy to:

Kirkpatrick & Lockhart, LLP
9100 Wilshire Boulevard, Eight Floor, East Tower
Beverly Hills, CA 90212
Attention: Katherine Blaire, Esq.
Telecopy No.: (310) 274-8293

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given when delivered at the address of the party to be notified; provided, however, that such address shall have been furnished to the person giving notice (as specified above) and the address shall be at an entity that maintains regular business hours (except for holidays) throughout the entire year. In the event that the address furnished is not at an entity that maintains regular business hours, notice shall be deemed given upon the earlier of personal delivery or, if sent by mail, at the earlier of its receipt or 72 hours after deposit in a regularly maintained receptacle for the deposit of the U.S. mail, addressed and mailed as aforesaid.

10.5 Disclaimer of Agency. The parties hereto shall at all times and for all purposes be deemed to be independent contractors and neither party, nor such party's employees, representatives, subcontractors or agents, shall have the right or power to bind the other party hereto. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the parties.

10.6 Partial Invalidity. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement. The parties agree that all consideration for the promises made and obligations undertaken in this Agreement is stated herein and that neither party executes this Agreement in reliance on representations not included in this document.

10.7 Entire Agreement; Amendment. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof, and no party shall be liable or bound to any other party in any manner by any representations, warranties or covenants except as specifically set forth herein. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.

10.8 No Waiver. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of any other provision.

10.9 Mutual Drafting. This Agreement is the joint product of Brightware and Mindbox, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of Brightware and Mindbox, and shall not be construed for or against any party hereto on account of the alleged or demonstrated responsibility of any particular party or parties for the drafting of such provision.

10.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts and all of which together shall constitute one instrument.

10.11 Attorneys' Fees. If any party to this Agreement brings an action against another party to this Agreement to enforce its rights under this Agreement, and one party prevails in material respects on substantially all of the material issues in such action, then such prevailing party shall be entitled to recover its reasonable costs and expenses, including reasonable attorneys' fees and costs, incurred in connection with such action, including any appeal of such action.

10.12 Executed Agreement. The Parties agree that this Agreement is fully executed and cannot be suspended, curtailed, terminated, amended or revised by the insolvency, bankruptcy, or placement into a receivership, of any party hereto or its successors or assigns, and/or any other operation of law.

written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.

10.8 No Waiver. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of any other provision.

10.9 Mutual Drafting. This Agreement is the joint product of Brightware and Mindbox, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of Brightware and Mindbox, and shall not be construed for or against any party hereto on account of the alleged or demonstrated responsibility of any particular party or parties for the drafting of such provision.

10.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts and all of which together shall constitute one instrument.

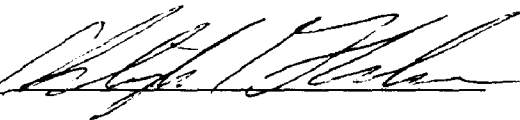
10.11 Attorneys' Fees. If any party to this Agreement brings an action against another party to this Agreement to enforce its rights under this Agreement, and one party prevails in material respects on substantially all of the material issues in such action, then such prevailing party shall be entitled to recover its reasonable costs and expenses, including reasonable attorneys' fees and costs, incurred in connection with such action, including any appeal of such action.

10.12 Executed Agreement. The Parties agree that this Agreement is fully executed and cannot be suspended, curtailed, terminated, amended or revised by the insolvency, bankruptcy, or placement into a receivership, of any party hereto or its successors or assigns, and/or any other operation of law.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

BRIGHTWARE, INC.

MINDBOX, INC., a California corporation

By: 

By: _____

Name: Chris Ericson

Name: _____

Title: President & CEO

Title: _____

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

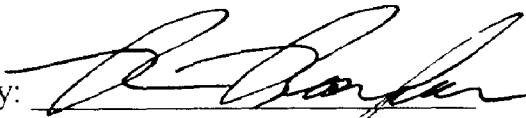
BRIGHTWARE, INC.

By: _____

Name: _____

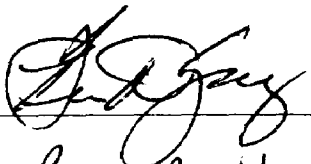
Title: _____

MINDBOX, INC., a California corporation

By: _____

Name: Richard Baffus

Title: Chief Executive Officer

By: _____

Name: Brian D. Young

Title: V.P. Finance & Administration

ART SOFTWARE

Automated Reasoning Tool (ART)

ART was the first member of the ART family of products – now affectionately known as “Big ART”. ART is an application development tool that allows developers to prototype, develop and deploy applications utilizing rule-based reasoning. Development was done using the ARTScript programming language – a proprietary language which was developed as a simpler form of LISP. Additional code could also be developed in LISP and seamlessly integrated into the environment.

It was first introduced in 1983, developed using the LISP programming language and ran exclusively on LISP machines. Subsequent versions of ART ran in LISP environments on more traditional platforms such as VMS, MVS and UNIX.

Last Version: ART 3.2

Platforms: VMS, MVS, LISP (TI Explorer), UNIX

Automated Reasoning Tool for Information Management (ART-IM)

ART-IM was the second member of the ART family of products. As with ART, ART-IM is an application development tool that allows developers to prototype, develop and deploy applications utilizing rule-based reasoning.

It was first introduced in 1989 and its major difference from ART was that it was developed in the ‘C’ programming language and introduced the case-based reasoning paradigm. Development is still done using the ARTScript programming language and additionally functionality can be incorporated using ‘C’ code. ART-IM used a code-generator approach to create C code from the ARTScript to build an application executable. This approach opened the door to enable ART to run without a special LISP environment on the predominant platforms – UNIX and Windows.

Last Version: ART-IM 2.5

Platforms: UNIX (HP-UX, AIX, Sun Solaris), MS Windows

*ART*Enterprise*

*ART*Enterprise* is the most recent addition to the ART family of products. It was first introduced in 1993. *ART*Enterprise* is an application development tool that integrates in a single the critical features needed to prototype, develop and deploy complete applications across the corporation. It lets application developers of different skill levels build applications ranging from simple information movement and management -- to advanced applications which use inferencing technologies such as rules and case-based retrieval to achieve the significant gains in business process automation made possible by business process reengineering.

*ART*Enterprise* addresses the primary requirements for the creation of enterprise-wide business applications which can be listed as follows:

1. Portability
2. Graphical User Interfaces
3. Distributed Data Integration
4. Object-Oriented Architecture
5. Corporate Wide Scalability
6. Rapid Application Development
7. Business Rule Processing
8. Case-Based Reasoning
9. Open Architecture
10. Event Driven Architecture for Client/Server Computing
11. Distributed Object Architecture
12. Web Integration

Current Version: ART**Enterprise* 3.01

Platforms: MS Windows NT, Sun Solaris, HP-UX, MS Windows99

User Documentation

The following documentation is provided with the ART*Enterprise product:

- *First Steps with ART*Enterprise* is an introductory tutorial that provides an overview of ART*Enterprise programming and guides you through building a simple application with a database mapping, a graphical user interface, and an object model. Use this document to learn how to build simple ART*Enterprise applications. This is a hands on document and you should work through one or more of the tutorial chapters.
- The *ART*Enterprise ARTScript Programming Guide – Volume 1 Architectures* explains how to build application frameworks. Frameworks are Brightware's solution to the problem of maintaining applications. Frameworks are application specific tools, constructed in ART*Enterprise which allow business experts to construct and maintain applications without programming. The document guides you through the construction of an application framework. In addition, it discusses integration of ART*Enterprise applications with external code in the form of C functions, shared libraries, or DLLs. It discusses embedding ART*Enterprise in a C application, using sockets to communicate between applications, and deployment of ART*Enterprise applications.
- The *ART*Enterprise Studio Guide* describes the graphical interface to the ART*Enterprise development environment. It includes an explanation of the ART*Enterprise repository system and a description of the System Manager interface to the repository.
- The *ART*Enterprise Screen Painter User's Guide* describes ART*Enterprise's point-and-click interface for accessing all the power of the Graphics Toolkit. It allows you to design and test graphical user interfaces directly on-screen, often without writing a single line of ART*Enterprise programming code. As you become familiar with the Screen Painter and building user interfaces in ART*Enterprise, the *Graphics Toolkit Programming Guide* will introduce you to writing ARTScript user interface code to construct more sophisticated user interfaces.
- The *ART*Enterprise Graphics Toolkit Programming Guide* provides an introduction to the Graphics Toolkit (GTK), the set of ART*Enterprise objects and procedures for constructing graphic user interfaces. It discusses GTK concepts and most of the GTK classes available for constructing user interfaces. For the database integration layer, the *Data Integrator User's Guide* discusses both the Data Integration Editor, ART*Enterprise's point and click tool for rapidly building database interfaces, and the underlying Data Integrator.
- The *ART*Enterprise Data Integrator User's Guide* describes the interactive, graphical interface and the procedural interface to the ART*Enterprise Data Integrator. The Data Integrator is a collection of tools for modeling relational databases in ART*Enterprise. It allows you to connect to and manipulate data from multiple databases. For the application model, the Application Browser, discussed in the Studio Guide, can be used to facilitate development of ARTScript code. To learn the ARTScript programming needed to build the application model or to approach

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ART*Enterprise from the viewpoint of programming paradigms, you want to read one or more parts of the ARTScript Programming Guide.

- The *ART*Enterprise ARTScript Programming Guide –Volume 2* describes the concepts and constructs involved in object oriented and procedural programming in ART*Enterprise.
- The *ART*Enterprise ARTScript Programming Guide –Volume 3* describes the concepts and constructs involved in rule based programming and case based reasoning in ART*Enterprise.
- The ART*Enterprise on-line *Function and Class Library Reference* is a comprehensive listing of the functions and object classes available in ART*Enterprise. It includes brief discussions of each with several examples. You may access this on-line reference via the ART*Enterprise Studio Help menu.
- The *ART*Enterprise/CORBA Programming Guide* - describes the concepts and constructs involved in CORBA programming in ART*Enterprise.
- The *ART*Enterprise/Web Integrator Programming Guide 2* describes the concepts and constructs involved in connecting ART*Enterprise applications to the web.

Attachment C

Licensed Patents:

<u>Title</u>	<u>Country</u>	<u>App. Serial #</u>
1. Case-Based Reasoning System	USA	07/664,564
2. Case-Based Reasoning System	PCT	WO09215951A1
3. Autonomous Learning and Reasoning Agent	USA	07/869,926
4. Autonomous Learning and Reasoning Agent	PCT	WO09321586A1
5. Machine Learning with a Relational Database	USA	07/869,935
6. Machine Learning with a Relational Database	PCT	WO9321587A2
7. Integration of Case-Based Search Engine into Help Database	USA	08/075,055
8. Case-Based Organizing and Querying of a Database	USA	08/088,307

BRIEF DESCRIPTION OF BRIGHTWARE SOFTWARE PRODUCTS

**Advice Agent, Answer Agent Contact Center
Concierge and Converse Products**

ANSWER AGENT - Answer Agent provides an automated response to e-mail messages by parsing the text of and interpreting the intent of an incoming message, matching the intent to the appropriate action, and making the appropriate response. Answer Agent includes a number of editors to facilitate implementation and maintenance. Answer Agent is provided to either automatically respond to incoming messages or to provide suggested answers to Customer Service Representatives (CSR). If Answer Agent is unsure whether an automatically generated response is correct, the suggested response will be provided to a CSR. Answer Agent generally includes:

The advanced classification in Answer Agent extracts information from incoming messages to trigger appropriate message handling, including sophisticated routing, message escalation and automatic data retrieval to respond fully and accurately to eCustomer inquiries.

Automatic composition speeds response and increases consistency of email communications by automatically selecting the most appropriate response template and inserting information from enterprise systems to create personalized responses for rapid review and dispatch.

CONTACT CENTER - Contact Center provides a workflow and support environment to enhance the productivity of those responding to incoming e-mail messages. It provides for the appropriate distribution of the messages to the right customer support representatives. It provides for the tracking of the response and it includes a number of productivity enhancements such as response templates. It includes a number of management tools such as a supervisor desktop to oversee the work queue and the productivity of the CSRs. Contact Center components include an agent desktop, supervisor desktop, response library and reports.

The agent desktop combines all the information agents need on a single screen, with intelligent workflow and robust productivity tools to boost the efficiency of eCustomer service representatives.

The supervisor desktop provides the only real-time monitoring and management of queues, agents and service levels, dramatically simplifying administration of eCustomer contact centers.

The response library in Contact Center boosts agent productivity, accuracy and consistency by providing suggested responses that customer service reps can access quickly through the agent desktop.

Reports provides a wide range of graphical summary and detail reports provide visibility into eCustomer needs and how well they are being supported. Brightware reports also provide valuable data for tuning operations.

Alerts: A complete eCustomer communication system requires the ability both to respond to incoming inquiries and to reach out to customers with relevant, personalized messages. Brightware's automated alert capability provides this outbound capability to Brightware's Email Assistance suite, making email a complete, effective method for marketing to, selling to and servicing eCustomers.

ADVICE AGENT- Advice Agent guides customers through question-and-answer dialogs to determine their needs- just like a top sales person would. Advice can also use natural language processing, enabling eCustomer to initiate dialogs using free-form text instead of canned forms- which typically request all kinds of information irrelevant to the sale. Once the dialog is launched, case-based reasoning lets Advice ask progressively targeted questions to diagnose eCustom.

CONCIERGE - The Brightware Concierge family of products offers an intelligent information desk for the Web that is tailored to an eBusiness' practices, ensuring that the eCustomer experience is complete and appropriate since users control the routing, business practices and rules that drive Web interactions. For instance, if an eSales business practice dictates that all purchase inquiries go to a live agent Concierge will see that this happens. If all eService inquiries for low profit products should be routed to email, Concierge automatically hands those off, simplifying and streamlining every Web interaction.

Brightware Concierge family of products includes:

eRoute: eCustomers can be routed directly to existing pages on a Web site that contain the information they requested.

eAnswer: If no page exists that answers the eCustomer inquiry directly, Concierge can dynamically generate a custom Web page providing instant answers with the specific and personalized information required, like the status of an order.

eRecommend: When an eCustomer requests products with specific features or characteristics, Brightware Concierge makes specific product recommendations and provides detailed side-by-side comparisons.

With any action, inquiries can be escalated to the most effective an appropriate channel--Web, email or live assistance--ensuring maximum eCustomer satisfaction and the greatest cost-effectiveness.

Brightware Concierge integrates seamlessly into existing Web infrastructure for easy installation, implementation, and maintenance. Interactions take place through standard HTML-based Web pages and the Concierge server integrates with Web servers through a Java Servlet architecture. Administrator and Knowledge Manager tools facilitate Concierge's ongoing operation and maintenance.

CONVERSE – Brightware Converse provides text chat, or voice over IP communications that allow a user to communicate with a Customer Service Representative. Converse integrates with Answer Agent, Concierge all of which function in conjunction with Contact Center. In this way, a customer may be routed to the appropriate channel of customer service. For example, if a customer asks a question to Answer Agent, that customer may be directed to live chat depending upon the urgency of their request or the business rules upon which the business functions. Alternatively, the customer may obtain a response via email, or be routed to a specific web page that has the information they seek.

INTEGRATION PRODUCTS - Brightware connections provide real time links to ensure the consistent view of shared data and activities that is critical within a tightly integrated contact center environment. With the Brightware family of connectivity solutions, organizations are automatically

able to retrieve the latest product, order, and account information and to seamlessly integrate that into responses or the business practices surrounding eCustomer interactions.

The Brightware (R) Connect (TM) product line includes Connect SQL and Connect SDK.

Connect SQL

Customers often ask questions that can't be solved with a simple canned response and instead require information found in other enterprise transaction systems. Brightware addresses these requirements with Connect SQL which makes it easy to dynamically retrieve the data that is frequently updated or owned by other applications.

Connect SQL makes it possible to incorporate the critical and pertinent information necessary for effective eCustomer communication. With Connect SQL, information such as pricing, available inventory, and status on a customer's account, order, or shipment are all readily available.

Connect SDK

Customer interactions can occur across many touch points within a company. Yet, customers expect and deserve a consistent experience even when they make use of multiple channels. To provide this, access to a shared customer history is required by eSales and eService staff so they can instantly see previous communications. A shared customer history also helps avoid the repetition and negative impression that can be caused by repeatedly asking for the same information over and over again.

Brightware addresses this challenge making it simple to share information about each eCustomer interaction as it is being processed with our Connect SDK. Connect SDK provides a comprehensive software development kit for creating connections that dynamically notify applications at every important step Brightware takes.

As new information about a transaction becomes available this information is rapidly disseminated--eliminating the lengthy time lags or possibility of errors associated with manual or batch updates. With the SDK, automated links allow each application to receive information needed to cooperate smoothly and efficiently in an integrated contact center environment.

Integrated database and reports make it simple to link to CRM applications to include Brightware interactions in a common database of customer activity providing a single view of customer history and reports across multiple interaction channels. Real time monitoring proactively notifies applications about important activities and events so that real-time external monitors can be alerted to issues before they get out of hand. Problem ticket updates provide detailed information about each interaction so that problem tickets and customer data used by cooperating applications can be automatically updated and remain in synch across systems. Integrated desktops automatically trigger actions within linked applications, so they can update displays of customer information ensuring that each agent and customer screen has the most current information available

INDUSTRY KNOWLEDGE PACKS - Based on extensive experience and numerous installations, Brightware has developed Knowledge Packs for the following industries:

Financial Services
Internet Services
Retail
eCustomer Interaction

Attachment E Third Party Licenses

	Product /Company	Use	Up-Front Fee	Recurring Fees	Additional Terms	Specific Platforms
1.	STL Library/ ObjectSpace	C++ Library		No additional fees		ALL Platforms
2.	MS Win. Runtime/			No additional fees		NT and Windows 9x
3.	UNIX Runtime/			No additional fees		UNIX
4.	Oracle API/Oracle	Oracle OCI		Customer Purchases		Win, SOLARIS, HP-UX
5.	Sybase API/ Sybase	Sybase DBLib		Customer Purchases		Win, SOLARIS, HP-UX
6.	Sybase DBLib w/ MS SQL	DBLib/SQL integration		Customer Purchase SQL		Win
7.	HyperHelp/ Bristol	User Help				SOLARIS/HP-UX
8.	Wind/U/Bristol	Windows GUI		\$150/runtime		Pre 3.0 Unix Releases (disc.)
9.	Visibroker ORB/ Inprise	COBRA		No License for this! Must have Visibroker		Win, SOLARIS and HP-UX C++ License for WIN (y) Solaris (n) and HP-UX(n)
10.	ODBC Libraries/ Merant	Database Drivers		Per User Royalty Fee	Guaranteed minimum Payments	Win, Solaris and Hp_UX
11.	ODBC (Q+E)/ Merant	Database Drivers				Pre 3.0 version A*E

EXHIBIT B

Please see copy of Assignment and License Back of Trademark attached hereto,
together with Attachment A thereto

COPY

Assignment and License Back of Trademarks

WHEREAS, Brightware, Inc., a corporation incorporated in the state of Delaware and having its principle place of business located at 350 Ignacio Blvd., Novato, CA (hereinafter "Assignor") owns and has used the trademarks (hereinafter referred to as the "Marks" and set out in Schedule A, the registrations of which are included in Schedule B), whether registered or unregistered, in association with various computer software technologies (hereinafter referred to as the "Technology"); and

WHEREAS, Mindbox, Inc., incorporated in the state of Calif. and having its principle place of business at 350 Ignacio Blvd., Novato, CA (hereinafter referred to as "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the said Marks and any registrations or pending registrations thereon, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the said Marks and the registrations therefor together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said Marks, along with the right to recover for damages and profits for past infringements thereof;

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the even such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignee shall assume all responsibilities, liabilities and costs associated with registering, maintaining registration of, protecting and enforcing the Marks.

Assignee grants to Assignor a non-exclusive, non-assignable, non-sublicensable, perpetual license to use the Marks for the purpose of identifying Assignor's products as including or being based upon the Technology. Assignor shall use its best efforts to ensure that Assignor does not use the Marks in any manner which will disparage the Marks or otherwise have a material adverse effect upon the Marks or the goodwill associated therewith. Assignor shall, from time to time, submit to Assignee a reasonable number of samples of product packaging, advertising or other materials which bear one or more of the Marks for purposes of evaluating the quality thereof.

This Assignment and License Back is executed this 31st day of March, 2000.

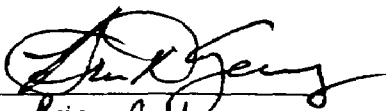
Brightware, Inc.

By: 
Name: Christopher G. Erickson
Title: President & CEO

Mindbox, Inc.

By: 
Name: Richard Batis
Title: Chief Executive Officer

Mindbox, Inc., a California corporation

By: 
Name: Brian D. Yang
Title: V.P. Finance & Administration

Schedule A
The Marks and their Associated Registration Status

TRADEMARK	CLASS(ES)	COUNTRY	APPL. NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS
ART	009	US	589948 03/25/86	1430923 03/03/87	Registered Affidavit of Use Due : 03/03/92; completed Next Renewal Due : 03/03/07 End Sec.8 due 03/03/93; completed
ART*ENTERPRISE	9 (9.40)	BR	817184171 04/20/93		Pending
ART*ENTERPRISE	9 42	KR	98-1766 12/18/98		Pending Response due 10/23/99 completed 10/19/99
ART*ENTERPRISE	40 (40.34)	BR	817187898 04/26/93	817187898 03/28/95	Registered Next Renewal Due : 03/28/05 Reg. certificate received due completed 08/23/99
ART*ENTERPRISE (stylized)	9	CH	7587/1996 10/16/96	441460	Registered Next Renewal Due : 10/16/06
ART*ENTERPRISE (stylized)	9	EM	382770 10/25/96	000382770 09/24/98	Registered Next Renewal Due : 10/25/06 Covers DE FI IE AT FR IT BE GB LU DK GR PT ES NL SE Registration fee due 07/27/98 completed 07/15/98 Reg. certificate received due completed 02/24/99
ART*ENTERPRISE - Stylized	009;	US	346660 01/08/93	1857208 10/04/94	Registered Affidavit of Use Due : 10/04/99 End Sec.8 due 10/04/00
ART-IM	9 (9.40)	BR	817187880 04/26/93	817187880 03/28/95	Pending
ART-IM	9	BX	67210 05/11/89	462398 09/29/95	Renewed Renewal Base Date : 05/11/99 Next Renewal Due : 05/11/09 Renewal certificate received due completed 06/25/99
ART-IM		CA	631927 05/12/89	374555 10/19/90	Registered Next Renewal Due : 10/19/05
ART-IM	9	CH	05/12/89	373601	Registered Next Renewal Due : 05/12/99
ART-IM	9 42	DE	J24005/9wz 05/18/89	1155863 03/14/90	Renewed Renewal Base Date : 05/18/99 Next Renewal Due : 05/31/09
ART-IM	9	ES	1501698 05/26/89	1501698 07/02/97	Registered Next Renewal Due : 05/26/99 TAX due 05/26/94 Response due 01/31/97 Response due 02/01/97 Response due 07/06/98
ART-IM	9	FR	131441 05/19/89	1531915 05/19/89	Renewed Renewal Base Date : 05/19/99 Next Renewal Due : 05/18/09 Renewal certificate received due completed 04/07/99
ART-IM	39	KR	89-12216	205684 11/23/90	Registered Next Renewal Due : 11/23/00

TRADEMARK	CLASS(ES)	COUNTRY	APPL. NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS
ART-IM	009;	US	761386 11/02/88	1552660 08/22/89	Registered Affidavit of Use Due : 08/22/94; completed Next Renewal Due : 08/22/09 End Sec.8 due 08/22/95; completed
ART-IM	038;	US - California		89129 12/27/88	Registered Next Renewal Due : 12/27/98
ART-IM	40 (40.34)	BR	817187871 04/26/93	817187871	Pending
ART-IM	9	IT	RM97C002265 05/13/97		Pending Re-filing of 17111-4IT due to non- use OK to proceed per Gwen Peterson/rd 5/20/97
INFERENCE ART	1 9	CH	10/03/86	348347	Registered Next Renewal Due : 10/03/06
INFERENCE ART	9	GB	1329441 12/11/87	1329441 07/14/89	Registered Next Renewal Due : 12/11/04

Schedule B

Copies of the Registrations for selected ones of the Marks listed in Exhibit A

상표 등록번호		제205684호	
권리		란	
표시번호	사		
1번	출원 년 월 일	1989년 05월 19일	출원 번호 1989-012216
	공고 년 월 일	1990년 09월 27일	출원 공고 번호 1990-022007
	사정 년 월 일	1990년 11월 12일	상 품 류 구 분 제 039 류
	지 정 상 품	아이씨칩및디스크, 컴퓨터프로그램이수록된디스크, 테이프	
	존속기간 만료 일	2000년 11월 23일	
1990년 11월 23일 등록			
권리		자	
순위번호	사		
1번	(등록권리자) 미합중국캘리포니아로스엔젤레스디블유선유리볼바드5300(우편번호90045) 인퍼런스코오포레이션 20 1990년 11월 23일 등록		
2번	(권리의이전등록) ASSIGNMENT 접수 일자 : 1995년 11월 13일 접수 번호 : 1995-003934 등록 의무사 : 미합중국캘리포니아로스엔젤레스디블유선유리볼바드5300(우편번호90045) 인퍼런스코오포레이션 등록 권리자 : 미합중국캘리포니아노바토, 슈우트310 로울랜드웨이101 브라이트웨어인크 등록원인 일자 : 1995년 09월 14일 등록원인 : 양도 1995년 11월 13일 등록		

1995년 11월 22일 전산작성

1

TRADEMARK

REEL: 002016 FRAME: 0096

등록번호 제40-205684-00-00 호

40-89-012216

ART — IM

TRANSLATION

Registration Number : 205684

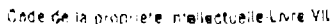
Assignment

The date of receipt : November 13, 1995

Assignor : Inference Corporation

Assignee : Brightware Inc.

The assigned date : September 14, 1995



Confirmation d'un dépôt par télécopie

À retourner au département de la surveillance de la circulation

à ce n° 76.7 du 6 janvier 1978 relative à l'informatique, aux fichiers et aux libertés s'applique aux réponses faites à ce formulaire. Elle garantit un droit d'accès et de rectification pour les données vous concernant auprès de l'INRIA.

Istituto Federale della Proprietà Intellettuale
Swiss Federal Institute of Intellectual Property
Einsteinstrasse 2 - CH-3003 Bern - Telefon +41 31 325 25 25 - Fax +41 31 325 25 26 - PC 30-4000-1

Bescheinigung über die Eintragung einer Marke

Wir bestätigen Ihnen folgende Angaben, die ins schweizerische Markenregister eingetragen wurden.

Die Eintragung ist während 10 Jahren vom Hinterlegungsdatum an gültig.

Die Markendaten wurden wie folgt im Schweizerischen Handelsamtsblatt

Nr. 0112 vom 16. Juni 1997 veröffentlicht:

Hinterlegungsdatum: 16. Oktober 1996

Marke: 441460

*ART*Enterprise*

Markeninhaber/in
Brightware, Inc.
350 Ignacio Boulevard
Suite 100
Novato (CA 94949)
US-Vereinigte Staaten v. Amerika

Vertreter/in
Hug Interlizenz AG
Nordstrasse 31
Postfach 127
8035 Zürich

Verzeichnis der Waren und/oder Dienstleistungen
9 Computerprogramme für künstliche Intelligenz.



OHIM - OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET

OAMI - OFICINA DE ARMONIZACIÓN DEL MERCADO INTERIOR

**CERTIFICATE
OF REGISTRATION**

This Certificate of Registration is hereby issued for the Community trade mark identified below. The corresponding entries have been recorded in the Register of Community Trade Marks.

**CERTIFICADO
DE REGISTRO**

Se expide el presente certificado de registro para la marca comunitaria identificada a continuación. Las menciones y las informaciones relativas a la misma han sido inscritas en el Registro de marcas comunitarias.

0382770

ART Enterprise

Registered/Registrada, 24/09/1998

The President/El Presidente