

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 27, 1998 by and between SILICON VALLEY BANK ("Bank") and ELECTRIC CLASSIFIEDS, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain other financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). 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 cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

651 Brannan Street, Suite 300
San Francisco, CA 94107

ELECTRIC CLASSIFIEDS, INC., a California corporation

By: _____



Title: _____

CFO

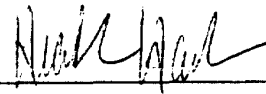
BANK:

Address of Bank:

1731 Embarcadero Road, Suite 220
Palo Alto, CA 94303

SILICON VALLEY BANK

By: _____



Title: _____

VP

EXHIBIT A

Copyrights

NONE.

EXHIBIT B

<u>PATENT NAME</u>	<u>PATENT #</u>	<u>DATE ISSUED</u>
INTEGRATED REQUEST-RESPONSE SYSTEM AND METHOD GENERATING RESPONSES TO REQUEST OBJECTS FORMATTED ACCORDING TO VARIOUS COMMUNICATION PROTOCOLS	5,706,434	01/06/98

EXHIBIT C

Trademarks

Registered Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
ELECTRIC CLASSIFIEDS	2048386	03/25/97
MIX 'N MATCH	2157015	05/12/98

Trademark Applications

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
(DESIGN ONLY)	75-144332	08/05/96
WE MET ON THE NET	75-105828	05/17/96
MATCH.COM	74-670969	05/08/95
(DESIGN ONLY)	75-334063	08/01/97
POWERED BY ECI	75-334133	08/01/97