

08-07-1998

COVER SHEET
TRADEMARK
ASSIGNMENT

Tab settings



To the Honorable Commissioner

100789197

See attached original documents or copy thereof.

RE MLO 8-5-98

1. Name of conveying party(ies):

i-Planet, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination of Security Interest
- Merger
- Change of Name

See File No. 100639137

Execution Date: 5/1/98

2. Name and address of receiving party(ies)

Name: David Vereeke, as Collateral Agent

Internal Address: c/o i-Planet, Inc.

Street Address: 1390 Borregas Ave.

City: Sunnyvale State: CA ZIP: 94089

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

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

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

75-175,188	75-121,875
75,186,095	75-131,756
75,112,271	75-153,646
75,114,049	

B. Trademark Registration No.(s)

N/A

Additional numbers attached? Yes No

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

Name: Matthew L. Jacobson

Internal Address: Brobeck Phleger & Harrison LLP

05/27/1998 DCOATES 00000143 75175188

01 FC:481 40.00 OP
02 FC:482 150.00 OP
Street Address: 2200 Geng 150.00 OP

Two Embarcadero Place

City: Palo Alto State: CA ZIP: 94303

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 190.00

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.

Matthew L. Jacobson

Name of Person Signing

Matthew L. Jacobson
Signature

5/6/98
Date

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

TERMINATION OF SECURITY AGREEMENT AND
INTELLECTUAL PROPERTY AGREEMENT

This Termination of Security Agreement and Intellectual Property Agreement (this "Termination"), dated as of April 30, 1998, is executed by David Vereeke, as Collateral Agent ("Collateral Agent") for certain holders (the "Lenders") of 6% secured promissory notes dated as of January 30, 1998 (each a "Promissory Note" and collectively, the "Promissory Notes") by i-Planet, Inc., a California corporation (the "Borrower"), having its principal offices at 1390 Borregas Avenue, Sunnyvale, California, 94089.

RECITALS

WHEREAS, in connection with the Promissory Notes, Borrower and the Lenders entered into that certain Security Agreement and Collateral Agent Agreement dated as of January 30, 1998 (the "Security Agreement"); and

WHEREAS, in connection with the Promissory Notes and the Security Agreement, Borrower and the Collateral Agent, on behalf of the Lenders, entered into that certain Intellectual Property Security Agreement dated as of January 30, 1998 (the "IP Agreement"); and

WHEREAS, pursuant to the Security Agreement and the IP Agreement, Borrower granted to the Lenders a security interest in certain "Collateral" (as defined in the Security Agreement) and "Intellectual Property Collateral" (as defined in the IP Agreement); and

WHEREAS, the Promissory Notes and all accrued and unpaid interest have been repaid in full; and

WHEREAS, all Obligations (as defined in the Security Agreement) have been performed in full and the Security Agreement has terminated as set forth in Section 19 of the Security Agreement; and

WHEREAS, all Obligations (as defined in the IP Agreement) have been performed in full and the IP Agreement has terminated as set forth in Section 11 of the IP Agreement.

NOW, THEREFORE, Collateral Agent, on behalf of all the Lenders, agrees as follows:

1. The Collateral Agent is executing and delivering this Termination as further evidence of the full and final termination of the Security Agreement and the IP Agreement.

2. Lenders claim no right, title or interest whatsoever in, to or under any of the "Collateral" described in the Security Agreement, and, accordingly, Lenders expressly, fully and finally terminate their security interest in the following wherever located and

whether existing as of the date of the Security Agreement or owned, acquired or arising after the date of the Security Agreement:

(i) all accounts, accounts receivable, contract rights, rights to payment, chattel paper, rights to trade, letters of credit, documents, securities, money and instruments, and investment property, whether held directly or through a securities intermediary, and other obligations of any kind owed to Borrower, however evidenced;

(ii) all deposits and deposit accounts with any bank, savings and loan association, credit union or like organization, and all funds and amounts therein, and whether or not held in trust, or in custody or safekeeping, or otherwise restricted or designated for a particular purpose;

(iii) all inventory, including, without limitation, all materials, raw materials, parts, components, work in progress, finished goods, merchandise, supplies, and all other goods which are held for sale, lease or other disposition or furnished under contracts of service or consumed in Borrower's business, including, without limitation, those held for display or demonstration or out on lease or consignment;

(iv) all equipment owned by the Borrower, including, without limitation, all machinery, furniture, furnishings, fixtures, trade fixtures, tools, parts and supplies, appliances, computer and other electronic data processing equipment and other office equipment, computer programs and related data processing software, and all additions, substitutions, replacements, parts, accessories, and accessions to and for the foregoing;

(v) all general intangibles and other personal property of Borrower, including, without limitation, (A) all tax and other refunds, rebates or credits of every kind and nature to which Borrower is now or hereafter may become entitled; (B) all intellectual property and all rights therein of any type or description, including, without limitation, all inventions and discoveries, patents and patent applications, copyrights and applications for copyright (together with the underlying works of authorship) whether or not registered, together with any renewals and extensions thereof, trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, trade secrets, trade dress, trade styles, logos, other source of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential and proprietary information, customer lists, other license rights, advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates and catalogs, and the entire good will of or associated with the businesses now or hereafter conducted by Borrower connected with and symbolized by any of the aforementioned properties and assets, and all licenses relating to any of the foregoing, all reissuance, continuations and continuations-in-part of the foregoing, all other rights derived from or associated with the foregoing, including the right to sue and recover for past infringement, and all income and royalties with respect thereto; (C) all good will, chooses in action and causes of action; (D) all interests in partnerships; and (E) all indemnity agreements,

guaranties, insurance policies, insurance claims, and other contractual, equitable and legal rights of whatever kind or nature;

(vi) all books, records and other written, electronic or other documentation in whatever form maintained by or for Borrower in connection with the ownership of its assets or the conduct of its business or evidencing or containing information relating to the Collateral; and

(vii) all products and proceeds at any time, including insurance proceeds, of any and all of the foregoing.

3. Lenders claim no right, title or interest whatsoever in, to or under any of the "Collateral" described in the IP Agreement, and, accordingly, Lenders expressly terminate their security interest in and mortgage as to the following, whether existing as of the date of the IP Agreement or owned, acquired, developed or arising after the date of the IP Agreement, which security interests and mortgages were evidenced by the recordation of the IP Agreement with the United States Patent and Trademark Office on February 12, 1998, in Reel 1688, Frame 0029 and the recordation of the IP Agreement with the United States Copyright Office on February 12, 1998:

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents and patent applications as described in Exhibit A hereto), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, rights to trade, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Exhibit B hereto), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto, and all reissues, extensions and renewals thereof;

(iii) all copyrights, mask works, rights, titles and interests in and to published and unpublished works of authorship that the Borrower owns or uses in its business or will in the future adopt and so use, and all copyright and mask works in any original or derivative works of authorship and all works protectable by copyright and mask works that are presently, or in the future may be, owned, created, authored (as a work for hire), acquired or used (whether pursuant to a license or otherwise) by the Borrower, in whole or in part (collectively, the "Copyrights"), all copyright and mask works registrations and applications for copyright and mask works registration that have heretofore been or may hereafter be issued thereon or applied for in the United States (including, without limitation, those listed in Exhibit C hereto) or throughout the world, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office

(the "Registrations"), all common law and other rights in and to the Copyrights throughout the world, including all copyright licenses (collectively, the "Copyright Rights"), and all renewals and extensions thereof, and the right (but not the obligation) to extend or renew, throughout the world, and the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Borrower or in the name of the Lenders for past, present and future infringements or violations of the Copyrights, Registrations and Copyright Rights, and recover damages for past, present and future infringements or violations thereof, and all rights corresponding thereto throughout the world, including: (A) all of the Borrower's right, title and interest to make and exploit all derivative works based on or adopted from all works covered by any of the Intellectual Property Collateral; and (B) all of the Borrower's right, title and interest pursuant to or under licensing or other contracts in favor of the Borrower pertaining to copyrights, mask works and works protectable by copyright presently or in the future owned or used by third parties;

(iv) the entire goodwill of or associated with the businesses now or hereafter conducted by Borrower connected with and symbolized by any of the aforementioned properties and assets;

(v) all trade secrets and other proprietary rights and all general intangibles (as defined in the UCC) and all intangible intellectual or other similar property of the Borrower of any kind or nature, at any time associated with or arising out of any of the foregoing or above mentioned properties and assets and not otherwise described above; and

(vi) all products and proceeds at any time of any and all of the foregoing (including, without limitation, license royalties, rights to payment, accounts receivable, contract rights, chattel paper, investment property, general intangibles, instruments and other rights to payment and proceeds of infringement suits).

IN WITNESS WHEREOF, this Termination of Security Agreement and Intellectual Property Security Agreement is executed as of the first date written above.

David Vereeke, as Collateral Agent
on the behalf of all the Lenders

By: David Vereeke
David Vereeke

Exhibit A

Patents and Patent Applications of Borrower

Pending Patent Applications

<u>Attorney Docket No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Title</u>	<u>Assignee</u>
08993/002001	9/12/97	Kevin Kalajan	Remote access controlled communication	i-Planet, Inc.
08993/003001	9/12/97	Kevin Kalajan	Source address directed message delivery	i-Planet, Inc.
08993/004001	8/7/97	Kevin Kalajan Thomas Mueller	Connection-oriented session emulation	i-Planet, Inc.
08993/005001	10/1/97	Kevin Kalajan	Network message redirection	i-Planet, Inc.

Exhibit B

Trademarks and Pending Trademark Applications of Borrower

United States Registrations

Mark: CYPHERSPACE
Application No.: 75/175,188
Filing Date: September 25, 1996
International Class: 9

Mark: FAXIMILATOR
Application No.: 75/186,095
Filing Date: October 23, 1996
International Class: 9

Mark: HOW BUSINESS 'NET WORKS
Application No.: 75/112,271
Filing Date: May 31, 1996
International Class: 42

Mark: I-PLANET
Application No.: 75/121,875
Filing Date: June 19, 1996
International Class: 9

Mark: I-PLANET And Design
Application No.: 75/131,756
Filing Date: July 9, 1996
International Class: 9

Mark: IPS
Application No.: 75/114,049
Filing Date: June 4, 1996
International Class: 9

Mark: PONYESPRESSO
Application No.: 75/153,646
Filing Date: August 21, 1996
International Class: 9

Japan Registrations

Mark: HOW BUSINESS 'NET WORKS
Application No.: 078199/1996
Filing Date: July 11, 1996
International Class: 9

Mark: I-PLANET SOLUTION
Application No.: 082185/1996
Filing Date: July 19, 1996
International Class: 9

Exhibit C

U.S. Copyright Applications

<u>Copyright/Mask Work</u>	<u>Application No.</u>	<u>Date of Application</u>
PonyEspresso ("Pony")	*	*
RemotePassage	*	*
i-Planet Solution ("IPS")	*	*
Surf & Mail Gateway ("SMG")	*	*

* The Company mailed the application on January 26, 1998 and has not yet received an application number from the U.S. Patent and Trademark Office.

SCHEDULE D

1. **Locations of Chief Executive Office and Other Locations, Including of Collateral**

a. Chief Executive Office and Principal Place of Business:

1390 Borregas Avenue
Sunnyvale, CA 94089

b. Other locations where Borrower conducts business:

None

2. **Trade Names and Trade Styles; Other Corporate, Trade or Fictitious Names, Etc.**

i-Planet