

11-11-98

11-16-1998



100877865

Patent and Trademark Office
11/12/98

To the Honorable Commissioner of Patents

Final documents or copy thereof.

1. Name of conveying party(ies):

T E Network, Inc.
562 Mission Street, Suite 510
San Francisco, California 94105

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: Dated as of as of July 15, 1998

2. Name and address of receiving party(ies):

Name: Imperial Bank

Street Address: 226 Airport Parkway

City: San Jose State: CA ZIP 95110

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other California state-chartered bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment).

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

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

A. Trademark Application Serial Nos.:
 75/296,889; 75/296,888; 75/054,521; 75/054,522;
 75/054,523; 75/091,094; 74/414,090; 75,296,897;
 75/016,901; 75/016,903; 75/016,906; 74/608,454; and
 75,296,887.

B. Trademark Registration No.(s):
 2,124,210; 2,093,464; and 2,101,885.

Additional numbers attached? Yes No

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

Name: Joni Gok
 Firm: Cooley Godward LLP
 Street Address: One Maritime Plaza, 20th Floor
 City: San Francisco State: CA ZIP 94111

6. Total number of applications and registration involved: 16

7. Total fee (37 CFR 3.41): \$ 415.00
 Enclosed
 Authorized to be charged to deposit account

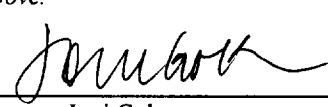
8. Deposit account number: Currently Not Applicable
 (Attach duplicate copy of this page if paying by deposit account)

11/13/1998 DNGUYEN 00000177 2124210
 01 FC:481 40.00 OP
 02 FC:482 375.00 OP

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 attached hereto is an original of the document described in Item 3 above.



 Joni Gok

11-9-98

 Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made as of the 15th day of July, 1998, by **T E NETWORK, INC.**, a Delaware corporation, having its chief executive office and principal place of business at 562 Mission Street, Suite 510, San Francisco, California 94105 ("*Grantor*"), in favor of **IMPERIAL BANK**, having its head office at 226 Airport Parkway, San Jose, California 95110 ("*Bank*").

WHEREAS, pursuant to the terms of that certain Credit Terms and Conditions with Addendum dated February 13, 1997, as the same was amended by (1) those certain letter agreements dated April 1, 1997 and July 30, 1997, (2) that certain Third Amendment to Loan Documents dated as of July 31, 1997, (3) those certain letter agreements dated January 27, 1998, May 1, 1998 and July 8, 1998 and (4) that certain Seventh Amendment to Loan Documents dated of even date herewith (as the same may be modified, amended, supplemented, restated or superceded from time to time, collectively, the "*Loan Agreement*"), entered into between Grantor and Bank, Bank agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in the Loan Agreement (collectively, the "*Loans*").

WHEREAS, Bank is willing to continue to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain patent rights to secure the obligations of Grantor under the Loan Agreement.

WHEREAS, pursuant to the terms of a certain Intellectual Property Security Agreement dated as of February 19, 1997 (the "*Security Agreement*"), executed by Grantor in favor of Bank, Grantor has granted to Bank a security interest in all of Grantor's entire and exclusive right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are 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:

1. Unless otherwise defined herein, the terms defined in the Security Agreement are used herein as therein defined.

2. To secure the full and complete payment and performance of all of its obligations under the Loan Agreement when due, Grantor hereby pledges and grants to Bank a continuing lien and security interest in, all of Grantor's right, title and interest in, to and under:

(a) its Trademarks, Trademark License and including, without limitation, each Trademark and Trademark application listed on **Schedule A** attached hereto and incorporated herein by this reference, 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;

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark application; and

(c) all General Intangibles and Intellectual Property, related to or necessary for, but not limited to, the production, processing, packaging, preservation, manufacture and storage of Grantor's products.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security 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, in the Security Agreement or any of the other 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 Trademark Security Agreement, the Security 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.

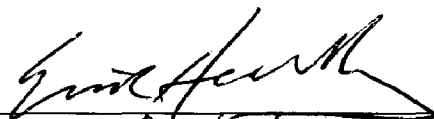
Following the termination of the Loan Agreement in accordance with its terms, the security interest in Trademarks, Trademark Licenses, Trademark applications and any and all financing statements filed on behalf of Bank will be automatically deemed terminated, and Bank will execute such instruments as may be reasonably requested to evidence such termination, which shall be without warranty by or any recourse to Bank, and shall be at the expense of Grantor.

This Trademark Security Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Each such agreement shall become effective upon the execution of a counterpart hereof or thereof by each of the parties hereto and telephonic notification that such executed counterpart has been received by Grantor and Bank.

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

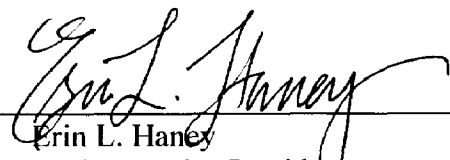
GRANTOR

T E NETWORK, INC.
a Delaware corporation

By: 
Printed Name: Erick Hachenburg
Title: President/CEO

ACCEPTED AND ACKNOWLEDGED BY:

IMPERIAL BANK

By: 
Erin L. Haney
Assistant Vice President

SCHEDULE A

U.S. TRADEMARKS/TRADEMARK APPLICATIONS

| REGISTRATION NO./ APPLICATION NO. | MARK | REGISTRATION DATE/ FILE DATE |
|--|-----------------------------|---|
| 75/296,889 | CGL | 05/21/97 |
| 75/296,888 | Computer Gamers' League | 05/21/97 |
| 75/054,521 | Don't Die Alone | 02/07/96 |
| 75/054,522 | Don't Die Alone | 02/07/96 |
| 75/054,523 | Don't Die Alone | 02/07/96 |
| 75/091,094 | Mr. Bandwidth | 04/19/96 |
| 74/414,090 | Outland | |
| 75/296,897 | PGL | 05/21/97 |
| 2,124,210 | Play It Online | 12/23/97 |
| 75/016,901 | Play It Online | 11/03/95 |
| 75/016,903 | Play It Online | 11/03/95 |
| 75/016,906 | Play It Online | 11/03/95 |
| 74/608,454 | Play the Planet | |
| 75/296,887 | Professional Gamers' League | 05/21/97 |
| 2,093,464 | Total Entertainment Network | 09/02/97 |
| 2,101,885 | Total Entertainment Network | 09/30/97 |