



100879143

attached original documents or copy thereof.

1. Name of conveying party(ies):

ADONE CLASSIFIED NETWORK, 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
- Merger
- Change of Name

Execution Date: August 18, 1998

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK

Internal Address: LOAN DOC. GROUP / ~~NG816~~ HG150

Street Address: <sup>3001</sup>~~3003~~ TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

- 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)

75/417196  
75/418410

(OR SEE EXHIBIT C ATTACHED)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: SILICON VALLEY BANK

Internal Address: LOAN DOC. GROUP

~~NG816~~ HG 150

Street Address: <sup>3001</sup>~~3003~~ TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed *check # 7752*

Authorized to be charged to deposit account

8. Deposit account number:

98 00 00

(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.

DEENA C. FINDLEY

Name of Person Signing

Signature

11-5-98

Date

Total number of pages including cover sheet, attachments, and documents: 1

Mail documents to be recorded with required coversheet information to:  
Commissioner of Patents & Trademark, Box Assignment, Room 100, D.C. 20540

EXHIBIT C  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
DATED AUGUST 18, 1998

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Classified Warehouse			75/417196	January 13, 1998
Classified Warehouse			75/418410	January 15, 1998

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is made as of the 18<sup>th</sup> day of August, 1998, by and between ADONE CLASSIFIED NETWORK, INC., a Delaware corporation with its principal place of business at 361 Broadway, Suite 100, New York, NY 10113 ("Grantor"), and SILICON VALLEY BANK, a California-chartered bank with its principal place of business at 3000 Lakeside Drive, Santa Clara, CA 95054 and with a loan production office located at Wellesley Office Park, 45 William Street, Suite 170, Wellesley, MA 02181, doing business under the name "Silicon Valley East ("Bank").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used here 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, Patents, and Mask Works 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, the 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

This Intellectual Property Security Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard for choice of law provisions. Grantor and

Bank consent to the non-exclusive jurisdiction of any state or federal court of competent jurisdiction in the Commonwealth of Massachusetts in any action, suit, or proceeding of any kind against it which arises out of or by reason of this Agreement provided, however, that if for any reason Bank cannot avail itself of the courts of the Commonwealth of Massachusetts, then venue shall lie in Santa Clara County, California. GRANTOR AND BANK WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN.

**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as a sealed instrument as of the date first set forth above.

"Grantor"

ADONE CLASSIFIED NETWORK, INC.

By:

  
\_\_\_\_\_  
Scott Daniels, Treasurer & CFO

"Bank"

SILICON VALLEY BANK, doing business  
as SILICON VALLEY EAST

By:

  
\_\_\_\_\_  
Douglas W. Marshall, VP

EXHIBIT A  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
DATED AUGUST 18, 1998

COPYRIGHTS

None

EXHIBIT B  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
DATED AUGUST 18, 1998

PATENTS

None

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EXHIBIT D  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
DATED AUGUST 18, 1998

MASK WORKS

None