

12-03-1998

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FORM PTO-1594
(Rev 5-93)

RECOI

100911441

DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ICAT CORPORATION

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other:

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

3. Nature of Conveyance:

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

Execution Date: September 29, 1998

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

Name: IMPERIAL BANK
Address: 226 Airport Parkway
City: San Jose State: CA Zip: 95110

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 [x] No

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

A. Trademark Application No. s)

75/493,154 75/114,231
75/493,152 75/236,171
74/710,154 75/279,399
75/419,202

B. Trademark Registration No.(s)

1,962,298 1,913,722
1,962,297 2,058,219
1,906,401 2,170,507
1,941,586

Additional numbers attached? [] Yes [X] No

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

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
400 Hamilton Avenue
Palo Alto, California 94301

6 Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41) \$ 365.00

[] Enclosed

[X] Authorized to be charged to deposit account

8. Deposit account number: 07-1907

(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.

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

November 30, 1998
Date

Total number of pages comprising cover sheet: [7]

12/02/1998 SBURNS 00000194 071907 75493154

Mail Documents to be recorded with required cover sheet information to:

01 FC:481 40.00 CH
02 FC:482 325.00 CH

U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

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1090371-908600

TRADEMARK
REEL: 1821 FRAME: 0609

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 29, 1998 by and between IMPERIAL BANK ("Bank") and ICAT CORPORATION ("Grantor").

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 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:

1420 Fifth Avenue, Suite 1800
Seattle, WA 98101
Attn: Jamie L. Miller

ICAT CORPORATION

By:  _____

Title: CEO _____

BANK:

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

IMPERIAL BANK

By:  _____

Title: Sr VP _____

EXHIBIT A

Copyrights

| Description | Registration/Application Number | Registration/Application Date |
|---|---------------------------------|-------------------------------|
| U.S. Copyright Registration for KNOW-IT-ALL 1.0 | TX4-051-722 | 3/28/95 |
| Pending U.S. Copyright Registration for iCat Carbo Server | NA | Filed 9/3/98 |

iCat claims copyrights to all of its software and works to the extent applicable. Only registered copyrights and pending registrations are listed above.

EXHIBIT B

Patents

| Description | Registration/Application Number | Registration/Application Date |
|-------------|---------------------------------|-------------------------------|
| NONE | | |

EXHIBIT C

Trademarks

| Description | Registration/Application Number | Registration/Application Date |
|---|---------------------------------|-------------------------------|
| ICAT - Pending registration in Australia in Cl. 9 | 739814 | 7/23/97 |
| COMMERCE PUBLISHER - Registered in Australia in Cl. 9 | 739816 | 4/7/98 |
| COMMERCE PLAYER - Registered in Australia in Cl. 9 | 739817 | 4/7/98 |
| CARBO - Pending registration in Australia in | 739813 | 7/23/97 |

| | | |
|---|---------------------------------------|----------|
| Cl. 9 | | |
| ICAT - Registered in Canada | TMA497,574 | 7/22/98 |
| COMMERCE PUBLISHER - Pending registration in Canada | 826,176 | 10/17/96 |
| ELECTRONIC COMMERCE SUITE - Pending registration in Canada | 826,178 | 10/17/96 |
| CARBO - Pending registration in Canada | 853,563 | 8/14/97 |
| ICAT - Pending registration in Canada in Cl. 9 | 859,418 | 10/22/97 |
| MAKING E-COMMERCE REAL - Pending registration in Canada | 884,376 | 7/14/98 |
| ICAT - Pending registration in European Union in Cl. 9/35/42 | 178616 | 4/1/96 |
| CARBO - Pending registration in European Union (CTM) in Cl. 9/35/42 | 592683 | 8/1/97 |
| ICAT - Pending registration in European Union (CTM) in Cl. 9 | 660290 | 10/22/97 |
| MAKING E-COMMERCE REAL - Pending registration in European Union (CTM) | 887307 | 7/16/98 |
| CARBO - Registered in Hong Kong in Cl. 9 | 07337/98 | 7/22/98 |
| ICAT - Pending registration in Hong Kong in Cl. 9 | 15101/97 | 10/21/97 |
| ICAT - Pending registration in Japan in Japanese Cl. 11 | 65441/1995 | 6/30/95 |
| ICAT and ICAT - Registered in Japan in Japanese Cl. 11 | 2,300,743 and 2,300,744 and 2,396,262 | |
| ICAT - Registered in Japan in Cl. 42 | 4,085,810 | 11/28/97 |
| CARBO - Registered in Japan in Cl. 9 | 122874/1997 | 6/3/97 |
| CARBO - Registered in Malaysia in Cl. 9 | 97/10925 | 8/7/97 |

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|--|------------------------------------|----------------------------|
| ICAT - Pending registration in Malaysia in Cl. 9 | 97/13859 | 9/26/97 |
| ICAT - Pending registration in New Zealand in Cl. 9 | 279897 | 7/22/97 |
| COMMERCE PUBLISHER - Registered in New Zealand in Cl. 9 | 279896 | 2/3/98 |
| COMMERCE PLAYER- Registered in New Zealand in Cl. 9 | 279895 | 2/3/98 |
| ICAT - Registered in Norway in Cl. 9/16/42 | 188220 | 1/29/98 |
| CARBO - Pending registration in Singapore in Cl. 9 | 9055/97 | 7/29/97 |
| ICAT - Pending registration in Singapore in Cl. 9 | 11787/97 | 9/24/97 |
| CARBO - Pending registration in Taiwan in Cl. 9 | 8640063 | 8/4/97 |
| ICAT - Pending registration in Taiwan | 86054109 | 10/21/97 |
| ICAT - Registered in USA in Cl. 16 | 1,962,298 | 3/12/96 |
| ICAT - Pending registration in USA in Cl. 42 | 75/493154 | 5/29/98 |
| ICAT - Pending registration in USA in Cl. 35 | 75/493152 | 5/29/98 |
| ICAT - Registered in USA in Cl. 42 | 1,962,297 | 3/12/96 |
| KNOW-IT-ALL - Registered in USA in Cl. 9/16/42 | 1,906,401, 1,941,586 and 1,913,722 | 7/18/95, 12/12/95, 8/22/95 |
| ICAT - Pending registration in USA in Cl. 9 | 74/710154 | 8/2/95 |
| ICAT - Registered in USA in Cl. 35 | 2,058,219 | 4/29/97 |
| COMMERCE PUBLISHER-Registered in USA in Cl. 9 | 2,170,507 | 6/30/98 |
| ELECTRONIC COMMERCE SUITE - Pending registration in USA in Cl. 9 | 75/114231 | 5/29/96 |
| CARBO-Pending | 75/236171 | 2/4/97 |