



100961729

original documents or copy thereof.

1. Name of conveying party (ies):

ZIP2 Corp.

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

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

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

Name: MMC/GATX Partnership No.1, c/o GATX

Capital Corporation

Internal Address: _____

Street Address: Four Embarcadero Ctr., Suite 2200

City: San Francisco State: CA ZIP: 94111

Individual(s) citizenship: _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Delaware _____

Other _____

If assignment 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) and addresses attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: Grant of Security Interest

Execution Date: December 30, 1998

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

A. Trademark Application No.(s): (United States): 75/340708;
75/433529; 75/466806; 75/501623; 75/500980;

B. Trademark Registration No.(s): (United States):
2164634; 2164635; 2091166:

Additional numbers attached? Yes No

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

Name: Michelle Severin

Internal Address: Wilson Sonsini Goodrich & Rosati

02/05/1999 ISM08077 00000193 232415 75340708

01 FC:481 40.00 CH

02 FC:482 175.00 CH

Street Address: 650 Page Mill Road

City: Palo Alto State: CA ZIP: 94304-1050

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$215.00

Enclosed

Authorized to be charged to deposit account

If insufficient funds charge to:

8. Deposit account number:

23-2415 Attn: 14637-058

(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.

Andrew J. Hirsch, Esq.

Name of Person Signing

Andrew J. Hirsch
Signature

1/13/98
Date

Total number of pages including cover sheet, attachments, and document: 7

Secured Parties/Receiving Parties

MMC/GATX PARTNERSHIP NO. I
% GATX Capital Corporation
Four Embarcadero Center, Suite 200
San Francisco, California 94111

TRANSAMERICA BUSINESS CREDIT CORPORATION
Technology Finance Division
406 Farmington Avenue
Farmington, CT 06032

COMDISCO, INC.
6111 North River Road
Rosemont, IL 60018

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 30, 1998, is executed by ZIP2 CORP., a California corporation ("Debtor"), in favor of MMC/GATX PARTNERSHIP NO. I, TRANSAMERICA BUSINESS CREDIT CORPORATION AND COMDISCO, INC. (the "Secured Parties").

A. Pursuant to a Loan and Security Agreement, dated as of December 30, 1998 (the "Loan Agreement"), among Debtor and the Secured Parties, the Secured Parties have agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Schedules 1-A and 1-B hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Loan Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to the Secured Parties, in accordance with the provisions of Section 10.05 of the Loan Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules completeness or accuracy, and, further, Debtor shall provide such notice to the Secured Parties within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.

D. Debtor hereby grants to the Secured Parties a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to the Secured Parties a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement.

Secured Parties address: MMC/GATX PARTNERSHIP NO. I
 c/o GATX Capital Corporation
 Four Embarcadero Center, Suite 2200
 San Francisco, California 94111

CORPORATION

TRANSAMERICA BUSINESS CREDIT

Technology Finance Division
406 Farmington Avenue
Farmington, CT 06032

COMDISCO, INC.
6111 North River Road
Rosemont, IL 60018

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

^{WBS}
ZIP2 CORPORATION

By: Wayne B. Snyder

Name: Wayne B. Snyder

Title: CEO

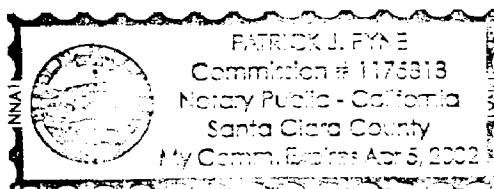
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF SANTA CLARA)

On December 30, 1998 before me, PATRICK J. PYNNE,
Notary Public of the State of California, personally appeared
WAYNE B. SNYDER, personally known to me (or proved to me on the basis
of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in her/her/their
authorized capacity(ies), and that by his/her/their signature(s) on such instrument the person or
entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature Patrick J. Pynne



(Seal)

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

| <u>Mark</u> | <u>Registration Date</u> | <u>Registration No.</u> |
|--|--------------------------|-------------------------|
| Miscellaneous Design (Zipster Logo) | 06/09/98 | 2164634 |
| Powered By Zip2 (Zipster Logo) | 06/09/98 | 2164635 |
| Zip2 | 08/26/97 | 2091166 |

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

| <u>Mark Name</u> | <u>Country</u> | <u>Status</u> | <u>Application Date</u> | <u>Application Number</u> | <u>Registration Date</u> | <u>Registration Number</u> |
|--|----------------|---------------|-------------------------|---------------------------|--------------------------|----------------------------|
| CITY.COM | USA | Published | 8/13/97 | 75/340708 | n/a | n/a |
| CITY.COM | USA | Office Action | 2/12/98 | 75/433529 | n/a | n/a |
| Cityguide Suite | USA | Pending | 4/13/98 | 75/466806 | n/a | n/a |
| Powered By Zip2 & Design (Zipster Logo) | USA | Pending | 3/23/98 | 75/455195 | n/a | n/a |
| We Power The Press | USA | Pending | 6/12/98 | 75/501623 | n/a | n/a |
| We Power The Press & Design | USA | Pending | 6/12/98 | 75/500980 | n/a | n/a |

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RECORDED: 01/14/1999

TRADEMARK
REEL: 1850 FRAME: 0638