

05-05-1999

FORM PTO-1594

(Rev. 6-93)

meD
4-22-99



COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commission

101028839

See attached original documents or copy thereof.

1. Name of conveying party(ies):

Comps.com, Inc.
9888 Carroll Centre Road, Suite 10
San Diego, CA 92126-4581

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

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

3. Nature of conveyance:

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

Execution Date: April 9, 1999

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

Name: Silicon Valley Bank

Internal Address: _____
Internal Address: _____
Street Address: 3003 Tasman Drive
City: Santa Clara State: CA Zip: 95054

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other 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 No.(s)

Please see attached Exhibit C

B. Trademark Registration No.(s)

Please see attached Exhibit C

Additional numbers attached? Yes No

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

Name: Cooley Godward LLP

Internal Address: Attn: Diana R. Sanchez

Street Address: 5 Palo Alto Square
3000 El Camino Real

City: Palo Alto State: CA ZIP 94306

6. Total number of applications and registration involved: 9

7. Total fee (37 CFR 3.41):..... \$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 03-3115

(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.

Diana R. Sanchez

4-21-99

Date

Total number of pages including cover sheet, attachments, and document: 9

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

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01 FC:481
02 FC:482

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EXHIBIT C**Trademark Applications**

Mark Title	Application Number	Filing Date	Owner of Record	Assignment History
COMPS	75-451,196	March 16, 1998	COMPS INFOSYSTEMS, INC.	
COMPS	75-440,873	February 26, 1998	COMPS INFOSYSTEMS, INC.	
E COMPS	75-342,595	August 18, 1997	COMPS INFOSYSTEMS, INC.	

Trademark Registrations

Mark Title	Registration Number	Filing Date	Owner of Record	Assignment History
COMPS NET	2,192,183	September 29, 1998	COMPS INFOSYSTEMS, INC.	
WINCOMPS	2,047,151	March 25, 1997	COMPS INFOSYSTEMS, INC.	Assigned to Venture Lending & Leasing 10/11/96
CALLCOMPS	1,957,864	February 20, 1996	COMPS INFOSYSTEMS, INC.	Assigned to Venture Lending & Leasing 10/11/96
COMPSLINK	1,662,350	October 29, 1991	COMPS INFOSYSTEMS, INC.	Assigned to Venture Lending & Leasing 10/11/96
COMPS	1,653,036	August 6, 1991	COMPS INFOSYSTEMS, INC.	Assigned to Venture Lending & Leasing 10/11/96
REALBID	2,201,195	November 3, 1998	COMPS INFOSYSTEMS, INC.	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 9, 1999 by and between SILICON VALLEY BANK ("**Bank**") and COMPS.COM, INC. ("**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, 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, 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.

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.

Address of Grantor:

9888 Carroll Centre Drive, Suite 100
San Diego, CA 92126

GRANTOR:

COMPS.COM, INC.,
a Delaware corporation

By: 

Name: C.A. Crane

Title: President / C.E.O

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: Mezzanine Finance, NC475

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

(SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT)

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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.

Address of Grantor:

9888 Carroll Centre Drive, Suite 100
San Diego, CA 92126

GRANTOR:

COMPS.COM, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: Mezzanine Finance, NC475

BANK:

SILICON VALLEY BANK

By: Laurita J Hernandez

Name: _____

Title: _____

(SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT)

**EXHIBIT A
COPYRIGHTS**

No.	Title	Physical Description	Name of Claimant	Date of Creation	Date of Publication	Eff. Date of Registration	Limitation on Claim
TX 4-182-197	Vacant Land Sales, Will Co., IL, 1/95-9/95	410 p.	Comps Infosystems, Inc.	1995	10/15/95	12/26/95	
TX 4-201-814	Commercial & Industrial building sales, the City of Chicago, 1/95-9/95	280 p.	Comps Infosystems, Inc.	1995	10/15/95	12/26/95	
TX 4-201-815	Commercial & Industrial building sales, the City of Chicago, year end 1994	1 v.	Comps Infosystems, Inc.	1995	10/15/95	12/26/95	
TX 4-201-816	Vacant land sales, the City of Chicago, year end 1994	240 p.	Comps Infosystems, Inc.	1995	1/15/95	12/26/95	
TX 4-201-817	Vacant land sales, the City of Chicago, 1/95-9/95	303 p.	Comps Infosystems, Inc.	1995	1/15/95	12/26/95	
TX 4-201-818	Vacant land sales-sketches, Will Co., IL, year end 1994	133 p.	Comps Infosystems, Inc.	1995	1/15/95	12/26/95	
TX 4-201-819	Commercial & industrial building sales, Will Co., IL, 1/95-9/95	62 p.	Comps Infosystems, Inc.	1995	10/15/95	12/26/95	
TX 4-201-820	Commercial & industrial building sales, No. Cook Co., IL, 1/95-9/95	193 p.	Comps Infosystems, Inc.	1995	10/15/95	12/26/95	
TX 4-201-821	Vacant land sales, No. Cook Co., IL, 1/95-9/95	118 p.	Comps Infosystems, Inc.	1995	1/15/95	12/26/95	
TX 4-201-822	Vacant land sales, So. Cook Co., IL, 1/95-9/95	257 p.	Comps Infosystems, Inc.	1995	1/15/95	12/26/95	
TX 4-201-823	Vacant land sales, So. Cook Co., IL, year end	239 p.	Comps Infosystems, Inc.	1995	1/15/95	12/26/95	
TX 4-471-526	COMPSBase (group registration for automated database, updates from 1/1/96-9/30/96		Comps Infosystems, Inc.	1996	12/31/96	1/21/97	
TX 4-709-358	COMPSBase (group registration for automated database, updates from 10/1/96-12/31/96		Comps Infosystems, Inc.	1996	12/31/96	10/2/97	
TX 4-709-359	COMPSBase (group registration for automated database, updates from 1/1/97-3/31/97		Comps Infosystems, Inc.	1997	12/31/97	10/2/97	
TX 4-709-360	COMPSBase (group registration for automated database, updates from 7/1/97-9/30/97		Comps Infosystems, Inc.	1997	9/30/97	1/20/98	
TX 4-715-252	COMPSBase (group registration for automated database, updates from 10/1/97-12/31/97	2 computer disks	Comps Infosystems, Inc.	1997	12/31/97	2/2/98	
TX 4-715-524	COMPSBase (group registration for automated database, updates from 4/1/97-6/30/97		Comps Infosystems, Inc.	1997	6/30/97	10/2/97	
TXu-682-577	Win Comps 2.0	computer program	Comps Infosystems, Inc.	1995		3/25/96	
CSN 103104	Commercial & industrial building sales, So. Cook Co., IL, year end 1992		Land Sales Resources, Inc. (Comps Infosystems, Inc.)	1994	10/15/95		
CSN 0115989	Vacant land sales data, Will Co., IL, year end 1994		Comps Infosystems, Inc.	1995	1/15/95		

EXHIBIT B

PATENTS

NONE			

EXHIBIT C**Trademark Applications**

Mark Title	Application Number	Filing Date	Owner of Record	Assignment History
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REALBID	2,201,195	November 3, 1998	COMPS INFOSYSTEMS, INC.	

EXHIBIT D
MASKWORKS

NONE			

VIA FEDERAL EXPRESS

April 21, 1999

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

Re: (S4491-184) Intellectual Property Security Agreement

Dear Assistant Commissioner:

Pursuant to §2.185 of 37 CFR, the enclosed documents are submitted for recording with the Patent and Trademark Office:

Intellectual Property Security Agreement, dated as of April 9, 1999 whereby Comps.com, Inc., having its principal business office at 9888 Carroll Centre Road, Suite 100, San Diego, CA 92126-4581 (the "Grantor"), grants to Silicon Valley Bank, having an office at, 3003 Tasman Drive, Santa Clara, CA 95054 (the "Bank"), a security interest in all Trademarks, and Trademark Applications of the Grantor, including, but not limited to, six (6) United States Trademarks and or three (3) Trademark Applications listed on the Trademark Cover Sheet as Exhibit C.

The Commissioner is hereby authorized to charge any underpayment of fees associated with this communication or credit any over payment to Deposit Account No. 03-3115.

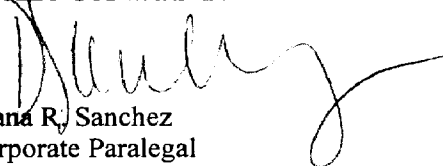
After the enclosed Intellectual Property Security Agreement has been recorded, please return it to me with the Certificate of Recordation.

Please acknowledge receipt of this letter and the accompanying enclosures by date stamping the enclosed self-addressed prepaid yellow return receipt card.

If you have any questions regarding the enclosed documentation please call me.

Sincerely,

COOLEY GODWARD LLP


Diana R. Sanchez
Corporate Paralegal

Enclosures

cc: Nina Grover, Esq. (w/o enclosures)
Laurita J. Hernandez, Silicon Valley Bank (w/o enclosures)

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