

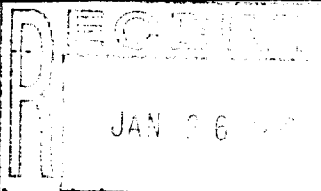
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or copy thereof.

To the Honorable Commissioner of Patents and Trademarks: Please

101057189



1. Name of conveying party(ies):

SMARTSTOP, INC

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK

- Individual(s)
- General Partnership
- Corporation-State
- Other

- Association
- Limited Partnership

Internal Address: MAIL SORT HGL50

Street Address: 3001 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

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

3. Nature of conveyance:

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

- 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

Execution Date: 1/21/99

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

A. Trademark Application No.(s)

SEE ATTACHED EXHIBIT "C"

B. Trademark Registration No.(s)

SEE ATTACHED EXHIBIT "C"

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: MAIL SORT HGL50

Street Address: 3001 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

6. Total number of applications and registrations involved: 7

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 190E

(Attach duplicate copy of this page if paying by deposit account)

01/27/1999 TTON11 00000166 2163894

DO NOT USE THIS SPACE

01 FC:AA1 40.00 DP
02 FC:AA2 150.00 DP

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.

Margaret Taji
Name of Person Signing

Margaret Taji
Signature

1/15/99
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

EXHIBIT C

Trademarks

DescriptionRegistration/
Application
NumberRegistration/
Application
Date

<u>Matter</u>	<u>Docket No.</u>	<u>Country</u>	<u>Serial No. Filing Date</u>	<u>Status</u>
SMARTSTOP (for telephone switching services for the trucking industry, namely, electronic transmission of data, images and documents about shippers, loads, fuel, weather, credit information and driver information)	JUBB 401	U.S. /	75/287,584 filed 5/6/97	Reg. No. 2,163,894 registered 6/9/98
SMARTFLEET (for providing financial services to businesses in the trucking industry in the nature of credit, debit and stored value card services for use in obtaining cash, for tracking specialized purchases such as fuel and for telephone calling card services)	JUBB 402	U.S. /	75/372,728 filed 10/14/97	Pending
DESIGN MISC. (SmartStop Logo) (for telephone switching services for the trucking industry, namely, electronic transmission of data, images and documents about shippers, loads, fuel, weather, credit information and driver information)	JUBB 403	U.S. /	75/402,043 filed 12/8/97	Response to Office action due 1/6/99
D,V NETWORK (for computer hardware and software for telephone switching services for the trucking industry, namely, electronic transmission of data, images and documents about shippers, loads, fuel, weather, credit information and driver information)	JUBB 404	U.S. /	75/391,268 filed 11/14/97	Response to Office action due 3/22/99

EXHIBIT C

Trademarks

<u>Description</u>		<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DESIGN MISC. (New SmartStop Logo) (for telephone switching services for the trucking industry, namely, electronic transmission of data, images and documents about shippers, loads, fuel, weather, credit information and driver information)	JUBB 406	U.S. / —	Application sent for filing 10/13/98
DRIVELINE (for prepaid telecommunication services for use by truck operators in the nature of long distance telephone services)	JUBB 407	U.S. ✓	74/410,904 filed 7/12/93
DRIVELINE PLUS (for prepaid telecommunication services for use by truck operators in the nature of long distance telephone services)	JUBB 408	U.S. ✓	75/168,513 filed 9/19/96

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 12, 1999 by and between SILICON VALLEY BANK ("Bank") and SmartStop, 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 January 12, 1999 (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. Capitalized terms used but not otherwise defined herein shall have the same meaning as in 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 (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:

921 SW Washington Street, #210
Portland, OR 97205

Attn: Alan Beauchamp

Address of Bank:

11000 SW Stratus, Ste. 170
Beaverton, OR 97008-7113

Attn: Bruce Helberg

GRANTOR:

SmartStop, Inc.

By: MEvers

Title: President + CEO

BANK:

SILICON VALLEY BANK

By: BWA

Title: Vice-President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

See Attached

SMARTSTOP, INC.**U.S. AND FOREIGN TRADEMARK/SERVICE MARK
APPLICATIONS AND REGISTRATIONS
NOVEMBER 9, 1998**

<u>Matter</u>	<u>Docket No.</u>	<u>Country</u>	<u>Serial No. Filing Date</u>	<u>Status</u>
SMARTSTOP (for telephone switching services for the trucking industry, namely, electronic transmission of data, images and documents about shippers, loads, fuel, weather, credit information ad driver information)	JUBB 401	U.S.	75/287,584 filed 5/6/97	Reg. No. 2,163,894 registered 6/9/98
SMARTSTOP	JUBB 40101	Canada	860154 filed 10/30/97	Accepted for advertisement in the Canadian Trade- marks Journal
SMARTFLEET (for providing financial services to businesses in the trucking industry in the nature of credit, debit and stored value card services for use in obtaining cash, for tracking specialized purchases such as fuel and for telephone calling card services)	JUBB 402	U.S.	75/372,728 filed 10/14/97	Pending
SMARTFLEET	JUBB 40201	Canada	878326 filed 5/11/98	Pending

<p>DESIGN MISC. (SmartStop Logo) (for telephone switching services for the trucking industry, namely, electronic transmission of data, images and documents about shippers, loads, fuel, weather, credit information and driver information)</p>	<p>JUBB 403</p>	<p>U.S.</p>	<p>75/402,043 filed 12/8/97</p>	<p>Response to Office action due 1/6/99</p>
<p>D₂V NETWORK (for computer hardware and software for telephone switching services for the trucking industry, namely, electronic transmission of data, images and documents about shippers, loads, fuel, weather, credit information and driver information)</p>	<p>JUBB 404</p>	<p>U.S.</p>	<p>75/391,268 filed 11/14/97</p>	<p>Response to Office action due 3/22/99</p>
<p>D₂V NETWORK</p>	<p>JUBB 40401</p>	<p>Canada</p>	<p>878324 filed 5/11/98</p>	<p>Pending</p>
<p>DESIGN MISC. (New SmartStop Logo) (for telephone switching services for the trucking industry, namely, electronic transmission of data, images and documents about shippers, loads, fuel, weather, credit information and driver information)</p>	<p>JUBB 406</p>	<p>U.S.</p>	<p>---</p>	<p>Application sent for filing 10/13/98</p>
<p>DRIVELINE (for prepaid telecommunication services for use by truck operators in the nature of long distance telephone services)</p>	<p>JUBB 407</p>	<p>U.S.</p>	<p>74/410,904 filed 7/12/93</p>	<p>Reg. No. 1,885,299 registered 3/21/95</p>

DRIVELINE

JUBB 40701

Canada

**744939
filed
1/11/94**

**Reg. No. 439,284
registered 2/10/95**

**DRIVELINE PLUS (for
prepaid telecommunication
services for use by truck
operators in the nature of
long distance telephone
services)**

JUBB 408

U.S.

**75/168,513
filed
9/19/96**

**Reg. No. 2,079,408
registered 7/15/97**

DRIVELINES PLUS

JUBB 40801

Canada

**845139
filed
5/15/97**

**Reg. No. 498,909
registered 8/19/98**

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A