

06-18-1999

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FORM PTO-1594  
(Rev 5-93)

101071826

U.S. 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):

DIGITAL MARKET, INC.

MAD  
6-18-99

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: CALIFORNIA

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: June 11, 1999

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

Name: IMPERIAL BANK  
Address: 2460 SAND HILL ROAD, SUITE 102  
City: MENLO PARK State: CA Zip: 94025

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California chartered bank

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)

75/328,920 75/206,480

TM

B. Trademark Registration No.(s)

N/A

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  
401 B Street, Suite 1700  
San Diego, California 92101-4297

6 Total number of applications and registrations involved: 2

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

[ ] 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

*Erin O'Brien*

June 17, 1999

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: [6]

06/21/1999 VBROWN 00000042 071907

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

75206488. Patent and Trademark Office, Office of Public Records

1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

01 FC:481 40.00 CH  
02 FC:482 25.00 CH

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TRADEMARK  
REEL: 001915 FRAME: 0469

AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amendment to Intellectual Property Security Agreement (the "Amendment") is made as of June 11, 1999, by and between DIGITAL MARKET, INC., a California corporation ("Grantor"), and IMPERIAL BANK, a California chartered bank ("Secured Party").

RECITALS

A. Secured Party has agreed to lend to Grantor certain funds, and Grantor desires to borrow such funds from Secured Party pursuant to the terms of a Credit Agreement dated June 11, 1999 (the "June Loan Agreement").

B. Secured Party and Grantor previously entered into that certain Security and Loan Agreement and an Addendum to Security and Loan Agreement, dated December 3, 1997 (the "December Loan Agreement"). The June Loan Agreement and the December Loan Agreement shall collectively be referred to herein as the "Loan Agreement". In connection with the December Loan Agreement, Secured Party and Grantor entered into an Intellectual Property Security Agreement dated December 3, 1997 (the "Intellectual Property Security Agreement"), whereby Grantor granted a security interest in its intellectual property as collateral for all of Grantor's obligations under the December Loan Agreement.

C. In order to induce Secured Party to enter into the June Loan Agreement, Grantor has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Grantor to Secured Party under the June Loan Agreement and under all other agreements now existing or hereafter arising between Grantor and Secured Party.

D. Grantor and Secured Party desire to amend the terms of the Intellectual Property Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Paragraph 1 of the Intellectual Property Security Agreement is hereby amended and replaced in its entirety as follows:

"1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party under the Loan Agreement and under all other agreements now existing or hereafter arising between Grantor and Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing."

2. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Amendment.

3. Unless otherwise defined, all capitalized terms in this Amendment shall be as defined in the Intellectual Property Security Agreement. Except as amended, the Intellectual Property Security Agreement remains in full force and effect.

4. Grantor represents and warrants that the Covenants and Warranties contained in the Intellectual Property Security Agreement are true and correct as of the date of this Amendment, and that no Event of Default has occurred and is continuing.

5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

6. Grantor represents and warrants that all of the intellectual property owned, whether acquired or developed, by Grantor is currently set forth in the Exhibits A, B, and C attached hereto and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

Address of Grantor:

1261 Oakmead Parkway, Suite 200  
Sunnyvale, CA 95051-0718  
Attn: Mr. Scott Hammond

GRANTOR:

DIGITAL MARKET, INC.

By: 

Title: President & CEO

Address of Secured Party:

2460 Sand Hill Road, Suite 102  
Menlo Park, CA 94025  
Attn: Mr. Jim Petroff

SECURED PARTY:

IMPERIAL BANK

By: 

Title: VP

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
DIGITAL.MARKET (Words and Design)	75/328,920	07/22/97
DIGITAL.MARKET (Words only)	75/206,480	12/02/96