

TRADEMARKS ONLY



TRADEMARKS ONLY

and Trademarks  
or copy thereof.

7-26-99

101102995

1. Name of Party(ies) conveying an interest:

Prima Communications, Inc.

Entity:

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

3. Interest Conveyed:

- Assignment       Change of Name
- Security Agreement       Merger
- Other

Execution Date

July 1, 1999

2. Name and Address of Party(ies) receiving an interest:

Name: Imperial Bank  
 Address: 455 Capitol Mall, Suite 400  
 Sacramento, CA 95814

Entity:

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

Citizenship a California chartered bank

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached?  Yes       No

A. Trademark Application No.(s)

See attachment.

B. Trademark Registration No.(s)

See attachment.

5. Please mail documents back to:

Calendar/Docketing Dept.  
 Pillsbury Madison & Sutro LLP  
 Post Office Box 7880  
 San Francisco, CA 94120

6. Number of applications and registrations involved: 24

7. Amount of fee enclosed: \$ 575.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No 42075 / 000/0004/ICG/IMB  
C# M#

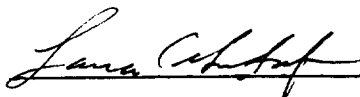
07/27/1999 DNGUYEN 00000180 033975 2180203

DO NOT USE THIS SPACE

01 FC:481      40.00 CH      40.00 DP  
 02 FC:482      40.00 CH      535.00 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.



Signature

Total number of pages including cover  
 sheet, attachments and document.  
 (excluding duplicate cover sheet)

17

Attorney: Laura C. Gustafson

Date: 7/21/99

Atty/Sec: \_\_\_\_\_

Tel: (415) 983-6318  
 Fax: (415) 983-1200

Recordation of Security Agreement Between  
Prima Communications, Inc. and Imperial Bank

Attachment:

Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
1) IN A WEEKEND	2,180,203	8/11/98
2) GAME BUSTER	2,095,635	9/9/97
3) GAME BUSTER GET A CLUE!	2,011,162	10/22/96
4) LEAN AND LUSCIOUS	1,945,903	1/2/96
5) NATURAL PLACES and Design	2,033,120	1/21/97
6) NATURAL PLACES	2,035,191	2/4/97
7) P PRIMA	1,996,666	4/9/96
8) PRIMA ONLINE and Design	2,036,188	2/4/97
9) PRIMA PUBLISHING	1,968,342	4/16/96
10) PROTEUS and Design	2,012,712	10/29/96
11) ROAD TRIP ADVENTURES	2,024,643	12/17/96
12) ROAD TRIP ADVENTURES and Design	2,011,161	10/22/96
13) SECRETS OF THE GAME	1,720,231	9/29/92
14) SECRETS OF THE GAME and Design	1,976,335	5/28/96
15) VLG and Design	2,039,769	2/25/97

Applications

	<u>Ser. No.</u>	<u>Filing Date</u>
1) THE MOST TRUSTED NAME IN GAMES	75/404,130	12/11/97
2) IN A WEEKEND DESIGN	75/583,631	11/5/98

3)	IN A WEEKEND DESIGN & DESIGN ON SPINE	75/583,625	11/5/98
4)	PRIMA HEALTH	75/583,575	11/5/98
5)	THE NATURAL PHARMACIST	75/302,927	6/4/97
6)	FAST & EASY	75/583,199	11/5/98
7)	P PRIMA GAMES	75/655,499	3/8/99
8)	PRIMA GAMES		6/21/99
9)	FAST & EASY	75/583,199	11/5/98

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Borrower as Grantor)

This Intellectual Property Security Agreement (this "Agreement") is made as of June 15, 1999, by Prima Communications, Inc., a California Corporation ("Borrower") in favor of IMPERIAL BANK, a California chartered bank ("Secured Party").

## RECITALS

A. Secured Party has agreed to lend to Borrower certain amounts (the "Loan"), as more fully described in a Credit Agreement, dated as of June 15, 1999, (as amended from time to time, and any other note(s) executed by Borrower in favor of Secured Party or any other agreements executed in conjunction therewith (collectively, the "Loan Agreement")).

B. One of the preconditions to Secured Party's obligation to make any Loan advance is Borrower's grant to Secured Party of a security interest in the "Intellectual Property Collateral," as defined in Section 2, to secure Borrower's obligations to Secured Party.

C. To induce Secured Party to advance the Loan pursuant to the terms of the Loan Agreement, Borrower has agreed to enter into this Agreement.

## AGREEMENTS

1. Definitions. The following terms not otherwise defined herein will have the meanings indicated:

a. "Copyrights" means copyrights, registrations and applications therefor, and any and all (i) renewals and extensions thereof, (ii) income, royalties, damages and payments now and hereafter due or payable with respect thereto, including damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) all other rights corresponding thereto throughout the world.

b. "Licenses" means license agreements in which a party grants or receives a grant of any interest in Copyrights, Trademarks, Patents and Trade Secrets and other intellectual property and any and all (i) renewals, extensions, supplements, amendments and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due or payable to the party with respect thereto, including damages and payments for past or future violations or infringements or misappropriations thereof, and (iii) rights to sue for past, present and future violations or infringements thereof.

c. "Patents" means patents and patent applications along with any and all (i) inventions and improvements described and claimed therein, (ii) reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iii) income, royalties, damages and payments now and hereafter due and/or payable to the holder with respect thereto, including damages and payments for past or future infringements thereof, (iv)

rights to sue for past, present and future infringements thereof, and (v) all other rights corresponding thereto throughout the world.

d. “Trademarks” means trademarks (including service marks, trade dress, domain names and trade names, whether registered or at common law), registrations and applications therefor, and the entire product lines and goodwill of the owner’s business connected therewith and symbolized thereby, together with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due or payable with respect thereto, including damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements or misappropriations thereof, and (iv) all other rights corresponding thereto throughout the world.

e. “Trade Secrets” means trade secrets, along with any and all (i) income, royalties, damages and payments now and hereafter due and/or payable to the owner with respect thereto, including damages and payments for past or future infringements or misappropriations thereof, (ii) rights to sue for past, present and future infringements or misappropriations thereof, and (iii) all other rights corresponding thereto throughout the world.

2. Grant of Security Interest. Borrower hereby grants to Secured Party a security interest in the following described intellectual property now or hereafter existing, created, acquired or held (collectively, the “Intellectual Property Collateral”):

a. All Copyrights of Borrower, now owned or hereafter acquired, including those Copyrights listed on Exhibit A hereto.

b. All Licenses of Borrower, now owned or hereafter acquired, excluding those Licenses of Borrower that, by their terms, are not assignable to Secured Party.

c. All Patents of Borrower, now owned or hereafter acquired.

d. All Trademarks of Borrower, now owned or hereafter acquired, including those Trademarks listed on Exhibit B hereto.

e. All Trade Secrets of Borrower, now owned or hereafter acquired.

f. All files and records of Borrower or in which Borrower has any interest and supporting evidence and documents relating to the Intellectual Property Collateral, including computer programs, disks, tapes and related electronic data processing media, all rights of Borrower to retrieval from third parties of electronically processed and recorded information, and all payment records, correspondence, license agreements and the like, together with all Borrower’s books of account, ledgers, cabinets and equipment in which the same are reflected or maintained, now owned or hereafter acquired.

g. All proceeds of the foregoing.

3. Secured Indebtedness. The Intellectual Property Collateral secures and will secure all Indebtedness of Borrower to Secured Party. For purposes of this Agreement, "Indebtedness" will mean all loans and advances made by Secured Party to Borrower, including related interest, loan fees, charges, attorneys' fees and other expenses for which Borrower is obligated, all guaranties by Borrower in favor of Secured Party and all other obligations and liabilities of Borrower to Secured Party, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by Secured Party by assignment or otherwise. Without limiting the generality of the foregoing, "Indebtedness" includes all obligations of Borrower to Secured Party under any promissory note or other instrument evidencing debt, including all renewals and modifications thereof, and under any guaranty.

4. Representations and Warranties of Borrower. Borrower represents and warrants that:

a. To the best of Borrower's knowledge, this Agreement has been duly executed and delivered by Borrower and is a legal, valid and binding obligation of Borrower enforceable against Borrower in accordance with its terms, except as enforceability may be affected by bankruptcy and other laws affecting creditors' rights generally and equitable principles, and performance of this Agreement by Borrower does not conflict with or result in a breach of Borrower's organizational documents or any agreement, law, regulation or order by which Borrower or its property may be bound.

b. To the best of Borrower's knowledge, the Intellectual Property Collateral is existing and is valid and enforceable.

c. To the best of Borrower's knowledge, Borrower is and will be and remain the sole and exclusive owner of the Intellectual Property Collateral, all of which is and will be free and clear of any liens, charges and encumbrances, except those in favor of Secured Party or to which Secured Party has consented in writing, and except to the extent Borrower's rights in the Intellectual Property Collateral are terminated or expire under the terms of any applicable agreement to which Borrower is a party or under applicable law.

d. To the best of Borrower's knowledge, the Intellectual Property Collateral is and will be sufficient for the purpose of producing all goods, performing the services and otherwise carrying on the business of Borrower to which the Intellectual Property Collateral relates.

e. To the best of Borrower's knowledge, the Intellectual Property Collateral does not infringe any rights owned or possessed by any third party, except for claims disclosed to Secured Party as set forth in e-mail correspondence issued by Scott Pink 5/10/99 which claims Borrower currently disputes.

f. There are no known material claims, judgments or settlements to be paid by Borrower or known pending claims or litigation relating to the Intellectual Property Collateral, except for claims disclosed to Secured Party as set forth in E-mail correspondence issued by Scott Pink May 10, 1999 which claims Borrower currently disputes.

g. No effective security agreement, financing statement, equivalent security or lien instrument or continuation statement agreed to by Borrower covering all or any part of the Intellectual Property Collateral is on file or of record in any public office, except such as may have been filed by Borrower in favor of Secured Party, and except for the equipment leases on Exhibit C hereto.

h. To the best of Borrower's knowledge, when all appropriate filings have been made with the United States Patent and Trademark Office, the United States Copyright Office, and other entities or government agencies, Secured Party will have a valid and continuing first priority lien on and first priority security interest in the Intellectual Property Collateral in which a security interest may be perfected under the laws of the United States or any state thereof and all action necessary to protect and create such security interest in each such item of the Intellectual Property Collateral will have been duly taken.

5. Covenants of Borrower. Borrower agrees that:

a. Borrower will preserve and maintain all rights in the Intellectual Property Collateral, will diligently pursue any patent, trademark and copyright applications to the extent commercially reasonable, and will timely and fully perform all Borrower's obligations in connection with the Intellectual Property Collateral.

b. Borrower will execute, procure, deliver, register and/or record all such documents and showings and take all further action as is necessary, including paying maintenance fees on Intellectual Property Collateral, or reasonably requested by Secured Party from time to time to evidence, register, record and/or perfect Secured Party rights hereunder, including as respects additional Intellectual Property Collateral contemplated in paragraph 5.j. herein below, or otherwise carry out the intent and purposes of this Agreement. Secured Party may, at its option, make any such recordation or filing in which case Borrower will reimburse one-half of Secured Party's related costs promptly following receipt of an invoice therefor.

c. Borrower will take appropriate action to halt the known infringement of any of the Intellectual Property Collateral if such infringement which in Borrower's reasonable commercial judgment could have a material adverse effect by materially impairing the ability of Borrower to perform its obligations under the Loan Agreement or Credit Agreement and Borrower will promptly notify Secured Party of such infringement or any other event which would have a material adverse effect on the value of the Intellectual Property Collateral, by materially impairing the ability of Borrower to perform its obligations under the Loan Agreement or Credit Agreement.

d. Borrower will not amend, modify, terminate or waive any provisions of any other contract to which Borrower is a party in any manner which in Borrower's reasonable commercial judgment might materially adversely affect the Intellectual Property Collateral by materially impairing the ability of Borrower to perform its obligations under the Loan Agreement or Credit Agreement.

e. Borrower will not transfer or further encumber any interest in the Intellectual Property Collateral in any manner inconsistent with Section 5.05 of the Credit Agreement.

f. Borrower will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Intellectual Property Collateral or in respect of its income or profits therefrom and all claims of any kind, except that no such charge need be paid if (i) such non-payment would not involve any danger of forfeiture or loss of any of the Intellectual Property Collateral or any interest therein and (ii) such charge is adequately reserved in accordance with and to the extent required by GAAP.

g. Borrower will promptly notify Secured Party of any changes in Borrower's principal office address, state of incorporation, name or corporate structure.

h. Upon reasonable notice (unless a material default has occurred, and has not been cured within the appropriate time period under the Loan Agreement and is continuing, in which case no notice is necessary), Borrower will at all times afford Secured Party full and free access during normal business hours to all the books and records and correspondence of Borrower, and Secured Party or its representatives may examine the same, take extracts therefrom and make photocopies thereof. Borrower agrees to provide Secured Party, at Borrower's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto.

i. Borrower will keep and maintain adequate and complete records of the Intellectual Property Collateral, including a record of all payments received and all credits granted with respect to the Intellectual Property Collateral and all other dealings with respect to the Intellectual Property Collateral. Borrower will mark its books and records pertaining to the Intellectual Property Collateral to evidence this Agreement and the security interest granted hereby.

j. Borrower will provide Secured Party an updated list of future Licenses, subject to Section 2.b., herein, applications for Copyrights, Trademarks and Patents and issued Copyright and Trademark registrations and Patents on a monthly basis, and will execute appropriate supplements to this Agreement and papers necessary to perfect Secured Party's security interest therein.

k. Borrower will make good faith efforts not to enter into any agreement which precludes Borrower's grant of a security interest to Secured Party in any Intellectual Property Collateral without Secured Party's prior written consent, except for equipment leases and to the extent necessary to obtain licenses and other intellectual property rights in the ordinary course of business.

l. Upon default, Borrower will supply to Secured Party any source code related to any Intellectual Property Collateral, as may be amended or updated from time to time, except for that source code that cannot be provided to Secured Party by virtue of applicable contract restrictions, it being understood that Secured Party will not utilize or disseminate such source code except following a default and as contemplated in Section 8.



6. Further Understandings. Borrower's rights as to the Intellectual Property Collateral are subject to the following further understandings:

a. Prior to the occurrence of a default hereunder Borrower may continue to exploit, license, franchise, use, enjoy and protect (whether in the United States of America or any foreign jurisdiction) the Intellectual Property Collateral in the ordinary course of business and in a manner consistent with the preservation of Secured Party's rights hereunder, and Secured Party will execute and deliver any and all instruments, certificates or other documents reasonably requested by Borrower to enable Borrower to do so. Borrower will reimburse one-half of Lender's cost and expense related thereto.

b. This Agreement, and the security interest created hereunder, will terminate when (i) all Indebtedness has been fully paid and satisfied and (ii) there are no outstanding commitments for additional Indebtedness. Secured Party (without recourse upon, or any warranty whatsoever by, Secured Party) will then execute and deliver to Borrower such documents and instruments evidencing the termination of the security interest hereunder as Borrower may reasonably request.

c. Borrower hereby irrevocably appoints Secured Party as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Borrower's approval of or signature to such modification by amending any Exhibit hereto to include reference to any Intellectual Property Collateral acquired by Borrower after the execution hereof and (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto relative to any of the Intellectual Property Collateral without the signature of Borrower, where permitted by law.

7. Events of Default: The occurrence of any of the following events of default ("Events of Default") shall, at Secured Party's option, terminate Secured Party's commitment to lend and make all sums of principal and interest then remaining unpaid on all Borrower's indebtedness to Secured Party immediately due and payable, all without demand, presentment or notice, except as provided in subsection i, below, all of which are hereby expressly waived:

a. Failure to Pay: Failure to pay any installment of principal or of interest on any indebtedness of Borrower to Secured Party within five (5) days of its due date.

b. Breach of Covenant: Failure of Borrower to perform any other material term or condition of the Security Agreement or Credit Agreement or any Loan Document binding upon Borrower.

- c. Breach of Warranty: Any of Borrower's representations or warranties made herein or any statement or certificate at any time given in writing pursuant hereto or in connection herewith shall be false or misleading in any material respect.
- d. Insolvency; Receiver or Trustee: Borrower shall become insolvent; or admit its inability to pay its debts as they mature; or make an assignment for the benefit of creditors; or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business.
- e. Judgments, Attachments: Any money judgment in excess of \$250,000, writ or warrant of attachment, or similar process shall be entered or filed against Borrower or any of its assets and shall remain unvacated, unbonded or unstayed for a period of ten (10) days or in any event later than five (5) days prior to the date of any proposed sale thereunder.
- f. Bankruptcy: Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against Borrower and, if instituted against it, shall not be dismissed with thirty (30) days thereafter.
- g. Cessation of Business: Borrower shall voluntarily suspend its business.
- h. Adverse Change: Any change which, in the reasonable opinion of Secured Party, is materially adverse to the financial condition of Borrower or any Guarantor.
- i. Default By Borrower: Should Borrower commit or do or fail to commit or do any act or thing which would constitute an Event of Default under any of the terms of any agreement, document or instrument executed or to be executed by Borrower with Secured Party. For a current definition of events of default please refer to "Default" section of Promissory Note. Secured Party shall give Borrower fifteen (15) days written notice of any default hereunder, or under any document or instrument executed or to be executed by it with Secured Party, or loans secured thereby, except that in the case of a default as described in the Promissory Note dated June 15, 1999, in the section labeled Default (d), the Secured Party need not give prior notice, unless the default under said section involves a bankruptcy or insolvency proceeding filed against (rather than by) Borrower, in which case Borrower shall receive fifteen (15) days written notice. The commitment to lend shall not terminate and Secured Party may not exercise the rights in section 7 hereunder, if any default is curable, and (a) Borrower cures the default within fifteen (15) days after receiving written notice thereof; or (b) if the default requires more than fifteen (15) days to cure, Borrower

immediately initiates steps which Secured Party deems in Secured Party's reasonable discretion to be sufficient to cure the default and Borrower thereafter continues and completes all reasonable and necessary steps to produce compliance as soon as reasonably practical.

j. Other Defaults: Borrower, or any Guarantor of Borrower's obligations to Secured Party, shall commit or do or fail to commit or do any act or thing which would constitute an Event of Default under any of the terms of any other agreement, document or instrument executed or to be executed by it concerning the obligation to pay money. For a current definition of Events of Default please refer to "Default" section of Promissory Note.

k. Advances: Notwithstanding anything to the contrary contained herein, Secured Party shall have no duty to make advances while any material event of default exists notwithstanding any cure period provided for herein.

8. Secured Party's Remedies After Default. Upon the occurrence of any event or the existence of any condition which constitutes a default under Section 7, and expiration of any applicable cure period provided in Section 7.i, Secured Party may take any one or more of the following actions, all without notice, demand, legal process, protest or presentment of any kind:

a. Declare any or all Indebtedness immediately due and payable, without notice or demand.

b. Exercise any and all rights and powers of the Borrower respecting the Intellectual Property Collateral.

c. Sell or assign or grant a license or franchise to use, or cause to be sold or assigned or granted a license or franchise to use, any or all of the Intellectual Property Collateral, in each case, free of all rights and claims of Borrower therein and thereto (but subject, in each case, to the rights of others heretofore granted or created by Borrower as contemplated herein).

d. Exercise the rights and remedies of a secured party under the California Commercial Code or any other applicable law, including selling the Intellectual Property Collateral at public or private sale, for cash or on credit, in whole or in part and on such terms as Secured Party may determine.

e. Require Borrower to assemble any tangible Intellectual Property Collateral and make such Intellectual Property Collateral available to Secured Party at a place designated by Secured Party or to deliver a copy to Secured Party of any such Intellectual Property Collateral consisting of books, records, computer disks, tapes and the like.

f. Enter the premises of Borrower or third parties in order to take possession of any tangible Intellectual Property Collateral.

g. Require Borrower to segregate all collections and proceeds of the Intellectual Property Collateral so that they are capable of identification and deliver daily such collections and proceeds to Secured Party in kind.

h. Notify any obligated persons of Secured Party's interest in the Intellectual Property Collateral and the proceeds thereof and require any such persons to forward all remittances, payments and proceeds respecting the Intellectual Property Collateral to Secured Party or a post office box under Secured Party's exclusive control.

i. Demand and collect any proceeds of the Intellectual Property Collateral.

j. Bring suit in its own or Borrower's name to protect or enforce Borrower's rights respecting any Intellectual Property Collateral, in which case Borrower will do any and all lawful acts and execute any and all proper documents requested by Secured Party in connection with such action.

k. Grant extensions of time for payment of amounts due respecting any Intellectual Property Collateral and compromise or settle claims or disputes of any customer of Borrower or any third party relating to any Intellectual Property Collateral, including compromises and settlements that are for less than the full amount due or involve discounts, credits or allowances other than in the ordinary course of business, all as Secured Party in good faith deems advisable or appropriate and without prior notice to or consent of Borrower.

l. Use any Intellectual Property Collateral in connection with any assembly, use or disposition of other collateral in which Borrower has granted a security interest to Secured Party.

m. Take such measures as Secured Party may deem reasonably necessary or advisable to preserve, maintain, protect or develop the Intellectual Property Collateral or any portion thereof or to perform such obligations hereunder as Borrower may have failed to perform without curing Borrower's default arising from such failure.

n. Apply to any court of competent jurisdiction for appointment of a receiver to enforce any of Secured Party's remedies with respect to the Intellectual Property Collateral to which appointment Borrower hereby consents.

o. Apply all recoveries received by Secured Party pursuant to the exercise of Secured Party's rights hereunder, net of all Secured Party's related reasonable costs and expenses, to the Indebtedness with Borrower remaining liable for any deficiency.

p. Demand Borrower's payment of all Secured Party's costs and expenses incurred in connection with the exercise by Secured Party of its rights hereunder not offset against recoveries as provided in paragraph 8. hereinabove.

q. Institute proceedings to enforce Secured Party's rights to any amounts owed by Borrower hereunder.

r. Exercise such further remedies as Secured Party may have at law or in equity.

9. Miscellaneous.

a. Except for the gross negligence or willful misconduct of Secured Party, Secured Party will have no liability for any handling or mishandling of any check, note, acceptance or other instrument which the maker thereof tenders to Borrower or Secured Party in connection with the Intellectual Property Collateral.

b. All representations, warranties, covenants, agreements, terms and conditions made herein will survive the execution, delivery and closing of this Agreement and all transactions contemplated hereby.

c. No failure or delay on the part of Secured Party in the exercise of any power, right or privilege hereunder or to insist on strict compliance or performance of the representations, warranties, covenants, agreements, terms and conditions of this Agreement will operate as a waiver thereof.

d. Time and exactitude of each of the terms, obligations, covenants and conditions are hereby declared to be of the essence hereof.

e. This Agreement will be governed by and construed according to the laws of the State of California.

f. All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Such rights and remedies may be exercised singularly or collectively from time to time, and thus any single or partial exercise of any right or remedy will not preclude the further exercise thereof or the exercise of any other right or remedy.

g. The defined terms in this Agreement will apply equally to both the singular and the plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" when used in this Agreement will be deemed to be followed by the phrase "without limitation."

h. Except as otherwise provided in the Credit Agreement and Promissory Note, Borrower hereby waives diligence, presentment, protest and demand and notice of very kind and, to the extent permitted by law, the right to plead any statute of limitations as a defense hereunder. Borrower further waives any right to require Secured Party to proceed against any person for payment of the Indebtedness or against any other security Secured Party may have

for the Indebtedness as a condition to realizing upon any Intellectual Property Collateral hereunder.

i. If any provisions of this Security Agreement are held to be invalid, illegal, unenforceable or against public policy in any respect, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

j. Borrower will indemnify, defend and hold Secured Party harmless from and against any claims, losses, damages, suits, costs and expenses incurred by or asserted against Secured Party arising out of this Agreement, including Secured Party's enforcement of its rights hereunder, except where the covered matter results from Secured Party's gross negligence or willful misconduct.

k. The parties agree that any documents or information disclosed to Secured Party in connection with this Agreement shall be deemed CONFIDENTIAL INFORMATION and subject to the terms of the Non-Disclosure Agreement dated May 19, 1999 between Borrower and Secured Party, except that Secured Party may use such documents or information in event of default under Section 7.

1. This Agreement will inure to the benefit of Secured Party and its successors and assigns. Borrower will not assign any of Borrower's rights, duties or obligations hereunder. Any such assignment by Borrower will be void and of no effect as to Secured Party and its successors or assigns.

Executed as of 1 July, 1999 at Rocklin, California.

PRIMA COMMUNICATIONS, INC.

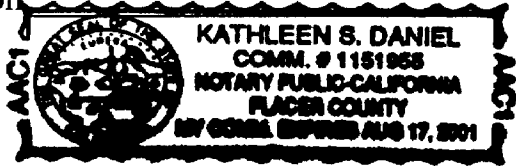
By: [Signature]  
Title: President

Sworn and subscribed before me this 15<sup>th</sup> day of July 1999.

Notary Public: Kathleen S. Daniel

My Commission expires on:

Executed as of \_\_\_\_\_, at \_\_\_\_\_, California.



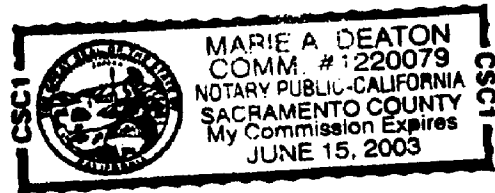
IMPERIAL BANK

By: [Signature]  
Title: VICE PRESIDENT

Sworn and subscribed before me this 2 day of July 1999.

Notary Public: Marie A. Deaton

My Commission expires on: 6-15-03



**EXHIBIT B  
TRADEMARK REGISTRATION AND PENDING APPLICATIONS**

Mark:	Class:	List of Registration/Serial #:	Filing Date:	Issuance Date:	1st Use Date:	Country:
In A Weekend	16	2,180,203	4/1/97	8/11/98	4/27/96	U.S.
Game Buster	16	74/679469	5/23/95	9/9/97	5/1/95	U.S.
Game Buster - Get A Clue!	16	74/679472	5/23/95	10/22/96	5/1/95	U.S.
Lean and Luscious	16	74-641164	3/2/95	1/2/96	1/1/87	U.S.
	N/A	818246	7/12/96	1/13/97	1/1/87	Canada
	16	2032107		8/31/95		U.K.
The Natural Pharmacist	16	Pending	3/4/97	Pending		U.S.
Natural Places (& Design)	16	75-012226	10/30/95	2/11/97	4/24/96	U.S.
Natural Places	16	75/01225	10/30/95	1/21/97	4/24/96	U.S.
P PRIMA	16	74/635,666	9/4/86	4/9/96	8/18/86	U.S.
	N/A	818245 / 26298/001	7/15/96	Pending	5/1/92	Canada
	16	662130	5/24/95	11/21/97		Australia
	16	2030729	8/17/95	9/11/98		U.K.
PRIMA ONLINE & DESIGN	16	74/691387	6/16/95	2/4/97	6/9/95	U.S.
PRIMA PUBLISHING	16	74/663,427	4/19/95	4/16/96	2/1/84	U.S.
Proteus & Design	16	74/635662	2/17/95	10/29/96	8/1/95	U.S.
		TMA464,092	8/25/95	10/11/96		Canada
	16	663130	6/5/95	12/6/96		Australia
	16	2030722	8/17/95	8/17/95		U.K.
Road Trip Adventures	16	74/679471	5/23/95	12/17/96	8/1/95	U.S.
Road Trip Adventures & Design	16	74/679470	5/23/95	10/22/96	8/1/95	U.S.
Secrets of the Game	16	74/224,734	11/22/91	9/29/92	9/17/90	U.S.
		818244 / 2045947	7/18/96	11/22/95		Canada
	16	662129	5/24/95	11/14/97		Australia
	16	2045947	4/10/96	7/25/97		U.K.
	16	219519	3/9/98	11/30/98		Eup. Comm.
Secrets of the Game & Design	16	74/663,426	4/19/95	5/28/96	7/20/92	U.S.
VLG & Design	16	74/679,473	5/23/95	2/25/97	1/20/92	U.S.
	16	2045943	1/27/97	8/1/97		U.K.
The Most Trusted Name in Games	16	Pending	12/10/97	Pending		U.S.
In A Weekend (& Design)	16	75/583631	11/5/98	Pending	1/8/97	U.S.
In A Weekend (& Design On Spine)	16	75/583625	11/5/98	Pending	1/8/97	U.S.
Prima Health	16	75/583575	11/5/98	Pending	2/18/98	U.S.



**EXHIBIT B  
TRADEMARK REGISTRATION AND PENDING APPLICATIONS**

Fast & Easy	16	75/583199	11/5/98	Pending	4/9/97	U.S.
P PRIMA	16, 41, 42	399 12 189.7/16	3/3/99	Pending		Germany
P PRIMA (Deutschland)	16, 41, 42	399 12 190.0/16	3/3/99	Pending		Germany
P PRIMA Games	16	75/655499	3/8/99	Pending	1/27/99	U.S.
PRIMA GAMES	16		6/21/99	Pending	1/27/99	U.S.
FAST & EASY	16		6/21/99	Pending	4/9/97	U.S.