YEN 1900 I FIRM 101/0 10H/ 10A/ 10A/
2. Name and address of receiving party(ies)
Name: SILICON VALLEY BANK
Internal Address: ATTN: LOAN DOC. GROUP
Street Address: 3003 TASMAN DRIVE
City: SANTA CLARA State: CA ZIP: 95054
☐ Individual(s) citizenship☐ ☐ Association
☐ General Partnership
☐ Limited Partnership ☐ Corporation-State ☐ Other
me Other
If assignee is not domiciled in the United States, a domestic represetative designation is attached:
(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? □ Yes □ No
B. Trademark Registration No.(s)
SEE EXHIBIT "C" ATTACHED
ers attached? ☐ Yes ☐ No
6. Total number of applications and
registrations involved:
7. Total fee (37 CFR 3.41)\$
_
Enclosed
☐ Authorized to be charged to deposit account
8. Deposit account number:
- '
4
(Attach duplicate copy of this page if paying by deposit account) OT USE THIS SPACE
51 632 1116 61 A62
information is true and correct and any attached copy is a true copy of
10/7/99
Signature Date /
cluding cover sheet, attachments, and document:

REEL: 001976 FRAME: 0884

 $f_{\lambda} h_i h_i + C$ confidential trademark property status report

TRADEMARK	CLASS(RS)	COUNTRY	APPE. NO.	DRC NO	CTATIO AND	
	,		FILING DATE	ISSUE DATE	BRNARKS	COUNTRY OF
						ATTV/S) HANDI ING
ACCOMPANY	042;	SO	75/764251		Pending .	019899-001300US
			07/29/99			MMG (MAS)
TOORTHUED	042;	ns	75/764365		Pending	SU006000-668610
Court Paris Co.			07/729/99			MMG (MAS)
POCETURE CONMIERCE DAZ:	042;	OS	75/764364		Pending	019899-000800US
	040	9	07/79/99			MMG (MAS)
	.740	80	75/726588		Pending	019899-000400US
DIV TOCETIME		9,	Daluyy			MMG (MAS)
		SO_	75/764398		Pending	019899-001100US
BITY TOORTUGE CANE	0.40		01/29/99			MMG (MAS)
	1,740	3	75/764397	·	Pending	019899-001200US
			66/67/10			MMG (MAS)
פטובת הרתאה	747;	OS	75/725949		Pending	019899-000500US
1 TOW 13TO THE 1			Uorluyy			MMG (MAS)
	047;	s	75/725968		Pending	SC1009000-668610
CONNECTED DI			06/10/99			MMG (MAS)
COMMECT EDBOT	042;	S	75/764363		Pending	019899-001000US
DEMAND			66/67/10			MMG (MAS)
NOTA	; z.e.	S	757725966		Pending	019899-000100US
9	243		Javiary			MMG (MAS)
	9740	ŝ	75/764220		Pending	019899-000700013
GET VOLID GALD	143.	7.10	01/30099			MMG (MAS)
	,		12/12/28/		Pending	SU001000-988910
	943.		00/10/y			MMG (MAS)
		SO.	75/779416		Pending	019899-001400US
STICK IC	77.5		08/11/99			MMG (MAS)
	, 'Z	S)	(75/783638		Pending	019899-001500US
COUNTY	0.49.		08/24/99			MIMG (MAS)
	042;	OS O	15/725689		Pending	019899-000200US
The state of the s			DO/ TURSO			MMG (MAS)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 2, 1999 by and between SILICON VALLEY BANK ("Bank") and ACCOMPANY, 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 August 2, 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.
- 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:

<u>AGREEMENT</u>

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.

	GRANTOR:
Address of Grantor:	ACCOMPANY, INC.
208 Utah Street San Francisco, CA 94103 Attn: Hate Bresterbach	By: CEO
	BANK:
Address of Bank:	SILICON VALLEY BANK
3003 Tasman Drive Santa Clara, CA 95054-1191	By:

EXHIBIT A

Copyrights

Description

Registration/ Application Number Registration/ Application Date

None

EXHIBIT B

Patents

Description

Registration/ Application Number

Registration/ Application <u>Date</u>

1) pending patent = Application 60/097,932 8/25/98

60/097,933 8/25/98

2) Reading Patent = Application Docket#: EWG-086-C 2/12/99

EXHIBIT C

Trademarks

Description

Registration/ Application Number Registration/ Application Date

see attached (next page)

CONFIDENTIAL TRADEMARK PROPERTY STATUS REPORT Exhibit C (continued)

TRADEMARK	CLASS(RS)	COUNTRY	APPE. NO.	REG. NO.	STATUSAND	THE DAY
			FILING DATE	ISSUE DATE	REMARKS	COUNTRY
10000 to 10000						ATTY(S) HANDLING
ACCOMPANY	747	2	(27/6425)	•	ending	19899-001300US
double of the party of the part	9.0		01(2)(3)			AMG (N(AS)
HAINGING COMMERCE 042.	750	5	29764365		Pending	SU009000-668610
JUGETHEK			66/67///			MMG (MAS)
BUILDING COMMERCE 142:	D42;	s	757764364		Pending	S1108000-068610
OGETHER			02/29/99			ANG IMAS)
BUY CYCLE	042;	SO	885927257		Pending	21000 000000
			06/10/99			MARGARACIO
BUY TOOETHER	042;	SD	75/764398		Pending	0 19899-001 10017S
			07/29/99			MAG MASS
BUY TOGETHER SAVE 042;	042;	S	75/764397		Pending	31100C100 009010
TOGETHER			66/62/10			AMONATURE A
BUYER FLASH	242;	SD	75/725949		Pending	MIMO (MAS)
			06/10/30			SOME SOME SOME SOME SOME SOME SOME SOME
CLICK AND TELL	042;	CSC	75/725968		Pendino	IIMIC (IMAS)
	,		66/01/90			SD009000-68610
CONNECTEDRITY	042	318	1364367			INIG (MAS)
	í.		02/25/99			SD000100-668610
DEMAND	23.	15	750364			MMG (MAS)
COORDINATION	<u>.</u>		66/10/90		O SUDUR	019899-000100US
GET IT TOGETHER	n42.	25	15/764770			IMG (MAS)
	•		07/30/99			019899-000700US
GET YOUR (GHI?	1042:	SD	75/726587		Pending	MMC (MAS)
TOGETHER	•		66/01/90			019899-000300US
IT'S BETTER	042:	Sil	15/779416		Partition	MMG (MAS)
TOGETHER	•		66/1/80			019899-001400US
MISCELLANHOUS	042:	115	75787638		Outside to	MMG (MAS)
DESIGN	<u>;</u>		08/24/99			19899-001 500US
COME A SUBLIFIER	0.05	31,1	2673675			MMG (MAS)
RECYTEES ASSESSED 1	,,		15/12/2009		reading 7	019899-000200US
			PORTO 23			MMG (MAS)

September 14, 1999

EXHIBIT D

Mask Works

Description

Registration/ Application Number Registration/ Application Date

none

RECORDED: 10/19/1999