

Exhibit C

CONFIDENTIAL
TRADEMARK PROPERTY STATUS REPORT

TRADEMARK	CLASS(ES)	COUNTRY	APPL. NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. COUNTRY ATTY(S) HANDLING
ACCOMPANY	042;	US	75/764251 07/29/99		Pending	019899-001300US MMG (MAS)
BRINGING COMMERCE TOGETHER	042;	US	75/764365 07/29/99		Pending	019899-000900US MMG (MAS)
BUILDING COMMERCE TOGETHER	042;	US	75/764364 07/29/99		Pending	019899-000800US MMG (MAS)
BUY CYCLE	042;	US	75/726588 06/10/99		Pending	019899-000400US MMG (MAS)
BUY TOGETHER	042;	US	75/764398 07/29/99		Pending	019899-001100US MMG (MAS)
BUY TOGETHER SAVE TOGETHER	042;	US	75/764397 07/29/99		Pending	019899-001200US MMG (MAS)
BUYER FLASH	042;	US	75/725949 06/10/99		Pending	019899-000500US MMG (MAS)
CLICK AND TELL	042;	US	75/725968 06/10/99		Pending	019899-000600US MMG (MAS)
CONNECTEDBUY	042;	US	75/764363 07/29/99		Pending	019899-001000US MMG (MAS)
DEMAND COORDINATION	042;	US	75/725966 06/10/99		Pending	019899-000100US MMG (MAS)
GET IT TOGETHER	042;	US	75/764220 07/30/99		Pending	019899-000700US MMG (MAS)
GET YOUR @#1? TOGETHER	042;	US	75/726587 06/10/99		Pending	019899-000300US MMG (MAS)
IT'S BETTER TOGETHER	042;	US	75/779416 08/17/99		Pending	019899-001400US MMG (MAS)
MISCELLANEOUS DESIGN	042;	US	75/783638 08/24/99		Pending	019899-001500US MMG (MAS)
SOME ASSEMBLY REQUIRED	042;	US	75/725689 06/10/99		Pending	019899-000200US 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:

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:

208 Utah Street
San Francisco, CA 94103

Attn: Rate Feedback

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

GRANTOR:

ACCOMPANY, INC.

By: 

Title: CEO

BANK:

SILICON VALLEY BANK

By: 

Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None



EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

① pending patent = Application

60/097,932

8/25/98

60/097,933

8/25/98

② pending Patent = Application

Docket #:
EWG-086-C

2/12/99

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

see attached (next page)

Exhibit C
(continued)

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COORDINATION	042;	US	75764220 07/30/99		Pending	019899-000700US MMG (MAS)
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MISCELLANEOUS DESIGN	042;	US	75783638 08/24/99		Pending	019899-000200US MMG (MAS)
SOME ASSEMBLY REQUIRED	042;	US	75725689 06/10/99		Pending	019899-000200US MMG (MAS)

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

