FORM PTO-		
1-31-92	REC(	
MED 12.22.49		
To the Honorable Con	nmissioner of Patents an	
Name of conveying par PLANETOUTDOORS.CO		
Individual(s)	Association	
☐General Partnership ☐Corporation-State	Limited Partnersh	
☐ Other Additional name(s) of conve	eying party(ies) attached	
3. Nature of conveyance:  Assignment	Morgos	
Assignment	Merger	
Security Agreement	Change of Name	
Other		
Execution Date:		
4. Application number(s) c	or trademark number(s):	
A. Trademark Application	No.(s)	
SEE ATTACHED EXHIBIT	"C"	
	Addi	
5. Name and address of p concerning document sho		
Name: Silicon Valley Ban	k	
Internal Address: Loan Do	cumentation HG150	
Chroat Address : 2002 T	D.	
Street Address: 3003 Tasr	nan Dr.	

U.S. DEPARTMENT OF COMMERCE

ĒΤ

Patent and Trademark Office

MED 12.22.49 101237115			
To the Honorable Commissioner of Patents and Trademarks: P	lease record the attached original documents or copy thereof.		
Name of conveying party(ies):	Name and address of receiving party(ies):		
PLANETOUTDOORS.COM, INC.	Name: Silicon Valley Bank		
	Internal Address: Loan Documentation HG150		
Individual(s)  Association	Street Address: 3003 Tasman Drive		
☐General Partnership ☐Limited Partnership ☐Corporation-State	City: Santa Clara State: Ca ZIP: 95054		
Other	Individual(s) Citizenship		
Additional name(s) of conveying party(ies) attached? \textstyre \t	Association		
3. Nature of conveyance:			
Assignment Merger	☐ General Partnership ☐ Limited Partnership ☐ Corporation-State ☐ Other ☐		
	☐ Limited Partnership ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐		
Security Agreement Change of Name	Other_		
	If assignee is not domiciled in the United States, comesus rep (Sentative		
Other	designation is attached		
	(Designations must be a separate document from signment)		
Execution Date:	Additional name(s) & address(es) attached?		
4. Application number(s) or trademark number(s):			
Application number(s) or trademark number(s):			
A. Trademark Application No.(s)	B. Trademark Registration No.(s)		
SEE ATTACHED EXHIBIT "C"	SEE ATTACHED EXHIBIT "C"		
OLE ATTACHED EXHIBIT	SEE ATTACHED EXHIBIT C		
Additional numbers at	ttached?		
E. Nome and address of name to whom a surrounding	10 7 4 4		
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:		
•			
Name: Silicon Valley Bank			
Internal Address: Loan Documentation HG150	7. Total fee (37 CFR 3.41):\$ 240.00		
internal / daress. Ebah Bodamentation (1015)	Enclosed		
	Z Endicodd		
	Authorized to be charged to deposit account		
Street Address: 3003 Tasman Dr.			
	8. Deposit account number:		
City: Santa Clara State: Ca ZIP: 95054	(Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE	THIS SPACE		
9. Statement and signature.			
<u> </u>			
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.			
$\sim$ 0 $\sim$ 1			
ROMIL RANDHAWA	Qua 12/15/99		
Name of Person Signing Signatu	ure Date		
Talakanni			
DMB No 0651 -0011 (exp 4/94)	mprising cover sheet:		
/2000 DHGUYEN 00000081 75684463			
ANADAMI (100110)			

01/04/

40.00 OP

200.00 00

# **EXHIBIT C**

### Trademarks

Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Planetoutdoors	75/684,462	04/16/99
Planet outdoors.com (and design)	75/684,281	04/16/99
Planet outdoors.com	75/684,280	04/16/99
Planetoutdoors.com	75/683,970	04/16/99
Planet outdoors.com (and design)	75/683,968	04/16/99
Planetoutdoors	75/683,959	04/16/99
Planetoutdoors.com	75/683,954	04/16/99
Planetoutdoors	75/683,951	04/16/99

Gray Cary\PA\961367.1 1190989-963700

 $\sim 1^{\circ}$ 

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 24, 1999 by and between SILICON VALLEY BANK ("Bank") and PLANETOUTDOORS.COM, INC., a Delaware corporation ("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 of even date herewith (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).
- B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement.
- C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 and Trademarks listed on Exhibits A, B and C 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Gray Cary\PA\961367.1 1190989-963700

IN WITNESS WHEREOF, the parties have caused 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:

1645 Broadway Boulder, CO 80302

Attn: DAVID Stream S A

Address of Bank:

4430 Arapahoe Avenue, Suite 225 Boulder, CO 80303

Attn: Frank Amoroso / Ryan Incorvaia

**GRANTOR:** 

PLANETOUTDOORS.COM IN

Title: 7(0.5) (6.0

BANK:

SILICON VALLEY BANK

Title:

2

## **EXHIBIT A**

Copyrights

Registration Number Registration <u>Date</u>

Description

Gray Cary\PA\961367.1 1190989-963700

## **EXHIBIT B**

Patents

Description

Registration/ Application Number Registration/ Application <u>Date</u>

Gray Cary\PA\961367.1 1190989-963700

TRADEMARK
RECORDED: 12/22/1999 REEL: 002005 FRAME: 0887