

02-02-2000



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FORM PTO-1594  
(Rev 5-93)

101255666

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):

@POS.COM, INC.  
formerly known as Mobinetix Systems, Inc.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

3. Nature of Conveyance:

[ ] Assignment

[ ] Merger

[X] Security Agreement

[ ] Change of Name

[ ] Other

Execution Date: January 25, 2000

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

Name: IMPERIAL CREDITCORP, INC.  
Address: 226 AIRPORT PARKWAY  
City: SAN JOSE State: CA Zip: 95110

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: CALIFORNIA

Other:

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)

75/726,246

75/573,023

75/572,188

75/571,685

B. Trademark Registration No.(s)

2,242,555

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: 5

7. Total fee (37 CFR 3.41) . . . . . \$140.00

[ ] 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  
Name of Person Signing

*Erin O'Brien*  
Signature

February 1, 2000  
Date

Total number of pages comprising cover sheet: [ 6 ]

Mail Documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office, Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 25, 2000 by and between IMPERIAL CREDITCORP, INC. ("Lender") and @POS.COM, INC. a Delaware corporation, formerly known as Mobinetix Systems, Inc. ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Penware, Inc. ("Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Borrower 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. Grantor is the parent of Borrower and has entered into a Guaranty (the "Guaranty") for the benefit of Lender, and has secured the Guaranty with substantially all of Grantor's personal property pursuant to a Third Party Security Agreement (the "Security Agreement") dated as of even date herewith, by and between Lender and Grantor. Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Guaranty.

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 Guaranty and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

As collateral security for the prompt and complete payment and performance of all of Grantor's obligations and liabilities of every nature, now or hereafter existing, under or arising out of or in connection with the Guaranty, Grantor hereby assigns, transfers, conveys and grants to Lender, a security interest in and to Grantor's entire right, title and interest in, to and under the following (in each case whether now or hereafter existing, created, acquired or held, and all of which shall collectively be called the "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 its 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. Notwithstanding the above, or anything else to the contrary in this Agreement, the Intellectual Property Collateral shall not include, and Lender's security interest shall not apply to, (i) any personal property of Grantor that Grantor has transferred or assigned to ReceiptCity.com, Inc. ("ReceiptCity") pursuant to the Agreement for Purchase and Sale of Assets that Grantor has entered into with ReceiptCity (the "Purchase and Sale Agreement"), or (ii) any contract rights, intellectual property, or other intangible rights or property relating to the applications services business as determined in Grantor's reasonable and good faith judgment (but not fixed assets or inventory) that Grantor may transfer or assign to ReceiptCity in connection with the assignment of ReceiptCity of the "Combination Hardware/Service Agreements" (as defined in the Purchase and Sale Agreement) pursuant to Section 2.5 of the Purchase and Sale Agreement.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, 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 relating to the Intellectual Property Collateral 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.

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.

GRANTOR:

Address of Grantor:

@POS.COM, INC.

3051 N. First Street  
San Jose, CA 95134

By: 

Attn: \_\_\_\_\_

Title: CEO

LENDER:

Address of Lender:

IMPERIAL CREDITCORP, INC.

226 Airport Parkway  
San Jose, CA 95110

By: 

Attn: Jim Rutter

Title: President

EXHIBIT A

Copyrights

Registration  
Number

Registration  
Date

Description

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
@pos.com	75/726,246	06/10/99
Hide & Seek (and design)	75/573,023	10/16/98
IPOS	75/572,188	10/16/98
Visual Advantage	75/571,685	10/16/98
(Design only)	2,242,555	05/04/99