

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 21, 1998 by and between IMPERIAL BANK ("Bank") and NETSTOCK DIRECT 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, 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 and Trademarks listed on Schedules 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.

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.

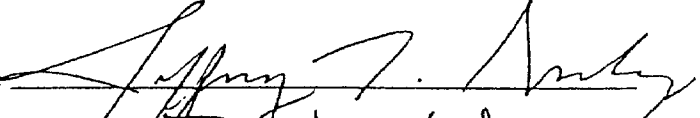
GRANTOR:

Address of Grantor:

1750 112th Avenue NE, Suite D-258
Bellevue, WA 98004-3727

Attn: _____

NETSTOCK DIRECT CORPORATION

By: 
Title: President & CEO

BANK:

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

IMPERIAL BANK

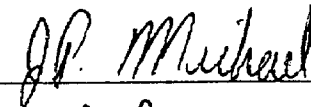
By: 
Title: AVP

EXHIBIT A

Copyrights

Description

Registration/
Application/
Number

Registration/
Application/
Date

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Netstock Direct	TX4-961-790	04/21/99
Netstock Direct	TX4-849-937	08/24/98
Netstock Direct	(pending)	

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>
Netstock	75/516,602	07/10/98
Netstock Direct	75/516,601	07/10/98
Netstock.com	75/516,600	07/10/98
Kidstock	75/512,234	06/26/98
Kidstock.com	75/512,233	06/26/98
Netstock Sharebuilder	75/852,915	11/19/99
Sharebuilder	75/742,241	07/02/99
Net Stock Direct (and design)	75/587,250	11/12/98
Netstock Direct	2,253,902	06/15/99

PA\860162.2
1090371-913500

RECORDED: 02/08/2000

TRADEMARK
1 REEL: 002021 FRAME: 0483