FORM PTO-1594

(Rev 5-93)

02-15-2000 

U.S. DEPARTMENT OF COMMERCE

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101266486 To the Honorable Commissioner of Patents and Trademarks

.d original documents or copy thereof.

1. Name of conveyi	ng party(ies):	2. Name and address of receiving party(ies):					
NETSTOCK DIRE	ECT CORPORATION	Name: IMPERIAL BANK					
Individual(s) citizer	nship:	Address: 226 AIRPORT PARKWAY City: SAN JOSE State: CA Zip: 95110					
Association:		Individual(s) citizenship:					
General Partnership	:	Association:					
Limited Partnership		General Partnership:					
Corporation - State:	Washington	Limited Partnership:					
Other:		Corporation - State:					
Additional name(s)	of conveying party(ies) attached? [ ] Yes [X] No	Other: a California chartered bank					
3. Nature of Convey	/ance:	If assignee is not domiciled in the United States, a domestic representative designation is attached:  [] Yes [] No					
[ ] Assignment	[ ] Merger	(Designations must be a separate document from assignment)					
[X] Security Agre	eement [ ] Change of Name	Additional name(s) & address(es) attached? [] Yes [x] No					
Other							
Execution Date:	12/21/98						
4. Application numb	per(s) or trademark number(s):						
A. Trademark App	lication No.(s)	B. Trademark Registration No.(s)					
75/852,915	75/742,241	2,253,902					
75/587,250							
	Additional numbers attac	thed? [] Yes [X] No					
5. Name and address of party to whom correspondence concerning document should be mailed:		6 Total number of applications and registrations involved: 4					
Name: Internal Address:	Erin O'Brien  GRAY CARY WARE & FREIDENRICH  401 B Street, Suite 1700  San Diego, California 92101	-					
		7. Total fee (37 CFR 3.41) \$ 115.00					
		[X] Authorized to be charged to deposit account					
		8. Deposit account number: <u>07-1907</u>					
		(Attach duplicate copy of this page if paying by deposit account)					
	DO NOT USE	THIS SPACE					
9. Statement and sig	gnature.						
To the best of my		e and correct and any attached copy is a true copy of the original document.					
Erin O'Brien	triu	Pebruary 7, 2000					
Name of Person Sig	gning Sign	nature 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 2253902

00000237 071907 02/14/2000 TTON11 Arlington, VA 22202

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#### 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.

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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:	NETSTOCK DIRECT CORPORATION
750 112th Avenue NE, Suite D-258  Bellevue, WA 98004-3727  Attn:	By: My . M. Dist 2 290
-	BANK:
	IMPERIAL BANK
Address of Bank:	00 m.1
226 Airport Parkway	By: J. /// Millell
San Jose, CA 95110	Title: AVP

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Attn: Corporate Banking Center

## EXHIBIT A

Copyrights

Description

Registration/ Application Number

Registration/ Application Date

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# EXHIBIT A

# Copyrights

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

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## EXHIBIT B

Patents

Description

Registration/ Application Number

Registration/ Application Date

### **EXHIBIT C**

### Trademarks

Description	Registration/ Application <u>Number</u>	Registration/ Application <u>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

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RECORDED: 02/08/2000 1 REEL: 002021 FRAME: 0483