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03-16-2000



FORM PTO-
1-31-92

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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): e-Assist.net, Inc.		2. Name and address of receiving party(ies): Name: Silicon Valley Bank	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association		Internal Address: Loan Documentation HG150	
<input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership		Street Address: 3003 Tasman Drive	
<input checked="" type="checkbox"/> Corporation-State Delaware		City: Santa Clara State: Ca ZIP: 95054	
<input type="checkbox"/> Other		<input type="checkbox"/> Individual(s) Citizenship -----	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Association -----	
3. Nature of conveyance:		<input type="checkbox"/> General Partnership -----	
<input type="checkbox"/> Assignment <input type="checkbox"/> Merger		<input type="checkbox"/> Limited Partnership -----	
<input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name		<input checked="" type="checkbox"/> Corporation-State Delaware	
<input type="checkbox"/> Other -----		<input type="checkbox"/> Other -----	
Execution Date: 1/10/00		If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No	
		(Designations must be a separate document from assignment)	
		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	

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4. Application number(s) or trademark number(s):	
A. Trademark Application No.(s) 75/832,636 75/832,635 75/832,634	B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054		6. Total number of applications and registrations involved: 3	
		7. Total fee (37 CFR 3.41):\$ 90.00	
		<input checked="" type="checkbox"/> Enclosed	
		<input type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)	

DO NOT USE THIS SPACE

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01 FC:481 40.00 OP
02 FC:482 50.00 OP

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.

Josephine M. Carino
Name of Person Signing

Signature

1/28/00
Date

Total number of pages comprising cover sheet: **7**

OMB No 0651-0011 (exp 4/94)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 10, 2000 by and between SILICON VALLEY BANK ("Bank") and E-ASSIST.NET, 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 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). 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 (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:

5005 Wateridge Vista Drive, Suite 100
San Diego, California 92121

Attn: Dan Plashkes

GRANTOR:

E-ASSIST.NET, INC.

By: 

Title: President & CEO

Address of Bank:

3003 Tasman Drive
Santa Clara, California 95054

Attn: _____

BANK:

SILICON VALLEY BANK

By: 

Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1. e-assist	75/832,636	10/26/99
2. ICSX	75/832,635	10/26/99
3. Internet Customer Service Exchange	75/832,634	10/26/99
4. Dot.com expertise exceeding dot.customer expectations-Period!	TBD	TBD
5. The last mile for your digital business.	TBD	TBD
6. Nanogratication	TBD	TBD

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None