

MRO
3-17-00

04-06-2000



101307088

FORM PTO-1594
(Rev 5-92)

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.

<p>1. Name of conveying party(ies): ATOM CORPORATION</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: WASHINGTON Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: March 1, 2000</p>	<p>2. Name and address of receiving party(ies): Name: IMPERIAL BANK Address: 5330 CARILLON POINT City: KIRKLAND State: WA Zip: 98033</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other: a California chartered bank</p> <p>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 checked="" type="checkbox"/> No</p>
---	---

<p>4. Application number(s) or trademark number(s): A. Trademark Application No.(s)</p> <table style="width: 100%;"> <tr><td>75/847,437</td><td>75/847,034</td></tr> <tr><td>75/816,222</td><td>75/654,475</td></tr> <tr><td>75/654,421</td><td>75/612,317</td></tr> <tr><td>75/712,316</td><td></td></tr> </table> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	75/847,437	75/847,034	75/816,222	75/654,475	75/654,421	75/612,317	75/712,316		<p>B. Trademark Registration No.(s)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
75/847,437	75/847,034								
75/816,222	75/654,475								
75/654,421	75/612,317								
75/712,316									

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Erin O'Brien Internal Address: GRAY CARY WARE & FREIDENRICH 400 Hamilton Avenue Palo Alto, California 94301</p>	<p>6 Total number of applications and registrations involved: 7</p> <p>7. Total fee (37 CFR 3.41) \$198.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>07-1907</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
---	--

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 *Erin O'Brien* March 16, 2000

Name of Person Signing Signature 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

04/06/2000 TT011 00000164 071907 75047437
91 FC:401 40.00 CH
02 FC:402 150.00 CH
SD\1348230.T
1090371-915200

TRADEMARK
REEL: 002044 FRAME: 0725

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 1, 2000 by and between IMPERIAL BANK ("Bank") and ATOM CORPORATION, a Washington 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 Amended and Restated 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.

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:

815 Western Avenue, Suite 300
Seattle, WA 98104

Attn: Eric Cansler

ATOM CORPORATION

By: Eric D. Cansler

Title: VP Finance

BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway
San Jose, CA 95110-1024

Attn: Corporate Banking Center

By: [Signature]

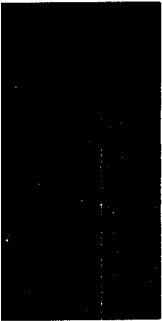
Title: VP

EXHIBIT A

Copyrights

Registration
Number

Registration
Date



Description

Gray Cary\PA\857824.2
1090371-928200

|

TRADEMARK
REEL: 002044 FRAME: 0728

EXHIBIT B

Patents

**Registration/
Application
Number**

**Registration/
Application
Date**

Description

Gray Cary\PA\857824.2
1090371-928200

1

**TRADEMARK
REEL: 002044 FRAME: 0729**

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Atomation	75/847,437	11/12/99
Atomation	75/847,034	11/12/99
Definitely not Hollywood	75/816,222	10/05/99
Atom films	75/654,475	03/05/99
Atom films	75/654,421	03/05/99
Atom (and design)	75/612,317	12/28/98
Atom	75/612,316	12/28/98

Gray Cary\PA\857824.2
1090371-928200

RECORDED: 03/17/2000

**TRADEMARK
REEL: 002044 FRAME: 0730**