

04-20-2000

FORM PTO-

1-31-92

MFO
39.00

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101327245

IEET

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):
iKimbrq, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 2-28-2000

2. Name and address of receiving party(ies):
Name: Silicon Valley Bank
Internal Address: Loan Documentation HG150
Street Address: 3003 Tasman Drive
City: Santa Clara State: Ca ZIP: 95054

Individual(s) Citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 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 No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)
* 75/912516, 75/912514
75/912792, 75/912515
75/912793, 75/912797
75/912517, 75/912513
75/912518

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: _

7. Total fee (37 CFR 3.41):\$ 240.00
 Enclosed
 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

04/19/2000 TTOM11 00000247 75912516
01 FC:481 40.00 OP
02 FC:482 200.00 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.

Diane Raven Diane Raven 3-2-2000
Name of Person Signing Signature Date

Total number of pages comprising cover sheet:

OMB No 0651 -0011 (exp 4/94)

TRADEMARK
REEL: 002055 FRAME: 0409

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 20, 2000 by and between SILICON VALLEY BANK ("Bank") and IKIMBO, 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 and Patents 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 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:
1800 Robert Fulton Drive
Suite 100
Reston, Virginia 20191
Attn: Mr. Eric Wimer, President

IKIMBO, INC.

By: 
Name: ERIC W WIMER
Title: PRESIDENT

Address of Bank:
11600 Sunrise Valley Drive
Suite 400
Reston, Virginia 20191
Attn: Jeffrey P. White, Vice President

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

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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Address of Grantor:
1800 Robert Fulton Drive
Suite 100
Reston, Virginia 20191
Attn: Mr. Eric Wimer, President


IKIMBO, INC.

By: _____
Name: _____
Title: _____

Address of Bank:
11600 Sunrise Valley Drive
Suite 400
Reston, Virginia 20191
Attn: Jeffrey P. White, Vice President

BANK:

SILICON VALLEY BANK

By: 
Name: **JEFFREY P. WHITE**
Title: **VICE PRESIDENT**

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

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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GRANTOR:

Address of Grantor:
1800 Robert Fulton Drive
Suite 100
Reston, Virginia 20191
Attn: Mr. Eric Wimer, President

IKIMBO, INC.

By: *E. W. Wimer*
Name: Eric W Wimer
Title: President

Address of Bank:
11600 Sunrise Valley Drive
Suite 400
Reston, Virginia 20191
Attn: Jeffrey P. White, Vice President

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

SILICON VALLEY BANK

By: *Maggie Garcia*
Name: Maggie Garcia
Title: Loan Doc Specialist

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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1800 Robert Fulton Drive
Suite 100
Reston, Virginia 20191
Attn: Mr. Eric Wimer, President

IKIMBO, INC.

By: _____
Name: _____
Title: _____

Address of Bank:
11600 Sunrise Valley Drive
Suite 400
Reston, Virginia 20191
Attn: Jeffrey P. White, Vice President

BANK:

SILICON VALLEY BANK

By: 
Name: **JEFFREY P. WHITE**
Title: **VICE PRESIDENT**

SILICON VALLEY BANK

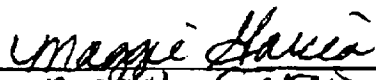
By: 
Name: **Maggie Garcia**
Title: **Loan Doc Specialist**

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

no registrations filed

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

09/264,988

Sep 15, 98

"System + method for
information and
application distribution,
covering community
creation, interaction, and
software platform distributions."

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Intent-to-use trademark applications for the marks IKIMBO, miscellaneous (IKIMBO) designs, and IKIMBO + design (the composite mark comprised of the first two marks) in PTO classes 9, 35, and 42.	# 75/912516, 75/912514 75/912792, 75/912515 75/912793, 75/912797, 75/912517, 75/912513, 75/912518	Feb 8, 2000

SVB/IKIMBO (Intellectual Property Security Agreement)
75998.2
(1/14/00)

RECORDED: 03/09/2000

TRADEMARK
REEL: 002055 FRAME: 0417