

04-21-2000

FORM PTO-1594 (Rev 5-93) RECC

101328581

S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

| | Please record the attached original documents or copy thereof. |
|---|---|
| 1. Name of conveying party(ies): | 2. Name and address of receiving party(ies): |
| ECADIA, INC. | Name: IMPERIAL BANK Address: 5330 CARILLON POINT |
| Individual(s) citizenship | City: KIRKLAND State: WA Zip: 98033 |
| Association: | Individual(s) citizenship: |
| General Partnership: | Association: |
| Limited Partnership: | General Partnership: |
| Corporation - State: WASHINGTON | Limited Partnership: |
| Other: | Corporation - State: |
| | Other: a California chartered bank |
| Additional name(s) of conveying party(ies) attached? [] Yes [X] No | If assignee is not domiciled in the United States, a domestic |
| 3. Nature of Conveyance | representative designation is attached: [] Yes [] No |
| 7.3M | (Designations must be a separate document from assignment) |
| [] Assignment [] Merger [X] Security Agreement [] Change of Name [Other | Additional name(s) & address(es) attached? [] Yes [x] No |
| Execution Date: March 16, 2000 | |
| 4. Application number(s) or trademark number(s): | |
| A. Trademark Application No.(s) | B. Trademark Registration No.(s) |
| 75/691.962 75/691.964 | |
| 75/691.963 | |
| Additional numbers atta | ched? [] 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: 3 |
| Name: Erin O'Brien Internal Address: GRAY CARY WARE & FREIDENRICH 400 Hamilton Avenue Palo Alto, California 94301 | |
| | 7. Total fee (37 CFR 3.41) \$ 90.00 |
| | [] Enclosed |
| | [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 accoun |
| DO NOT US | E THIS SPACE |
| 9 Statement and signature | |
| To the best of my knowledge and belief, the foregoing information is true | |
| Erin O'Brien Aria | mature March 29, 2000 |
| Name of Person Signing Sig | nature / D Total number of pages comprising cover sl |
| Mail Documents to be recorded wit | h required cover sheet information to: |
| | office, Office of Public Records |

PA/10013730.1 1090371-932000

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 16, 2000 by and between IMPERIAL BANK ("Bank") and ECADIA, INC., 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 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.

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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.

Address of Grantor:

1756 114th Avenue, SE, Suite 115 Bellevue, WA 98004

Attn: Mark Jaffe

Address of Bank:

5330 Carillon Point Kirkland, WA 98033

Attn: Chris Fenner

GRANTOR:

ECADIA, INC

RESIDEN

BANK:

IMPERIAL BANK

Title:

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EXHIBIT A

Copyrights

Registration Number

Registration <u>Date</u>

Description

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EXHIBIT B

Patents

Description

Registration/ Application Number

Registration/ Application <u>Date</u>

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EXHIBIT C

Trademarks

Description

EZEZBUY. COM RATEITNOW. COM

COMPAREITNOW. COM

PENDING AS OF 3/18/00

ECADIA

COMMON LANGUAGE

THANING eshoppers INTO BUYERS

Registration/
Application
Number

75/69/964 15/69/973 Registration/ Application

> 4/27/99 4/27/99

4/27/99

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RECORDED: 03/29/2000