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UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Mindbox, Inc.  
350 Ignacio Boulevard  
Novato, CA 94949

a California corporation

2. Name and address of receiving party:

Imperial Bank  
226 Airport Parkway  
San Jose, CA 95110

3. Nature of conveyance: Trademark Security Agreement

Execution date: March 31, 2000

4. Application numbers and registration numbers:

A. Trademark numbers:

See Attachment 1 attached hereto.

B. Trademark application numbers:

See Attachment 1 attached hereto.

5. Name and address of party to whom correspondence concerning document should be mailed:

Louis J. Duval, Esq.  
Bingham Dana LLP  
150 Federal Street  
Boston, Massachusetts 02110

6. Total number of applications and trademarks involved: 4

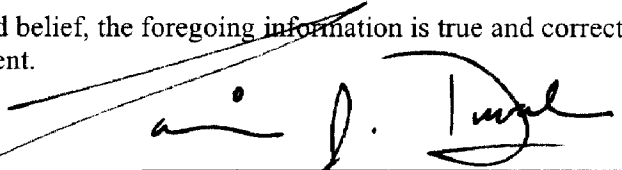
7. Total fee enclosed: \$115.00

05/03/2000 JSHBBAZZ 00000100 589948  
01 FC:481  
02 FC:48E  
40.00 DP  
75.00 DP

8. Deposit account number: Not applicable

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.



Louis J. Duval  
April 11, 2000

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 13

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office  
Office of Public Records  
Crystal Gateway 4, Room 335  
Washington, D.C. 20231

**ATTACHMENT 1**  
**TO THE TRADEMARK SECURITY AGREEMENT,**  
**DATED AS OF MARCH 31, 2000, BETWEEN**  
**MINDBOX, INC., A CALIFORNIA**  
**CORPORATION, AND IMPERIAL BANK**

TRADEMARK	CLASS(ES)	COUNTRY	APPL. NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS
ART	009	US	589948 03/25/86	1430923 03/03/87	Registered Affidavit of Use Due : 03/03/92; completed Next Renewal Due : 03/03/07 End Sec.8 due 03/03/93; completed
ART*ENTERPRISE	9 (9.40)	BR	817184171 04/20/93		Pending
ART*ENTERPRISE	9 42	KR	98-1766 12/18/98		Pending Response due 10/23/99 completed 10/19/99
ART*ENTERPRISE	40 (40.34)	BR	817187898 04/26/93	817187898 03/28/95	Registered Next Renewal Due : 03/28/05 Reg. certificate received due completed 08/23/99
ART*ENTERPRISE (stylized)	9	CH	7587/1996 10/16/96	441460	Registered Next Renewal Due : 10/16/06
ART*ENTERPRISE (stylized)	9	EM	382770 10/25/96	000382770 09/24/98	Registered Next Renewal Due : 10/25/06 Covers DE FI IE AT FR IT BE GB LU DK GR PT ES NL SE Registration fee due 07/27/98 completed 07/15/98 Reg. certificate received due completed 02/24/99
ART*ENTERPRISE - Stylized	009;	US	346660 01/08/93	1857208 10/04/94	Registered Affidavit of Use Due : 10/04/99 End Sec.8 due 10/04/00
ART-IM	9 (9.40)	BR	817187880 04/26/93	817187880 03/28/95	Pending
ART-IM	9	BX	67210 05/11/89	462398 09/29/95	Renewed Renewal Base Date : 05/11/99 Next Renewal Due : 05/11/09 Renewal certificate received due completed 06/25/99
ART-IM		CA	631927 05/12/89	374555 10/19/90	Registered Next Renewal Due : 10/19/05
ART-IM	9	CH	05/12/89	373601	Registered Next Renewal Due : 05/12/99
ART-IM	9 42	DE	J24005/9wz 05/18/89	1155863 03/14/90	Renewed Renewal Base Date : 05/18/99 Next Renewal Due : 05/31/09

TRADEMARK	CLASS(ES)	COUNTRY	APPL. NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS
ART-IM	9	ES	1501698 05/26/89	1501698 07/02/97	Registered Next Renewal Due : 05/26/99 TAX due 05/26/94 Response due 01/31/97 Response due 02/01/97 Response due 07/06/98
ART-IM	9	FR	131441 05/19/89	1531915 05/19/89	Renewed Renewal Base Date : 05/19/99 Next Renewal Due : 05/18/09 Renewal certificate received due completed 04/07/99
ART-IM	39	KR	89-12216	205684 11/23/90	Registered Next Renewal Due : 11/23/00
ART-IM	009;	US	761386 11/02/88	1552660 08/22/89	Registered Affidavit of Use Due : 08/22/94; completed Next Renewal Due : 08/22/09 End Sec.8 due 08/22/95; completed
ART-IM	038;	US California		89129 12/27/88	Registered Next Renewal Due : 12/27/98
ART-IM	40 (40.34)	BR	817187871 04/26/93	817187871	Pending
ART-IM	9	IT	RM97C002265 05/13/97		Pending Re-filing of 17111-4IT due to non-use OK to proceed per Gwen Peterson/rd 5/20/97
INFERENCE ART	1 9	CH	10/03/86	348347	Registered Next Renewal Due : 10/03/06
INFERENCE ART	9	GB	1329441 12/11/87	1329441 07/14/89	Registered Next Renewal Due : 12/11/04

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**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT**, dated as of March 31, 2000, between **MINDBOX, INC.**, a California corporation (the "**Borrower**"), and **IMPERIAL BANK**, a California banking corporation (the "**Lender**").

**RECITALS**

Pursuant to the Credit Agreement, dated as of March 31, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Mindbox, Inc., a Delaware corporation (the "**Parent Company**" and "**Guarantor**"), the Borrower and the Lender, the Lender has extended Commitments to make Credit Extensions to the Borrower and the Parent Company.

The Borrower has executed and delivered to the Lender the Security Agreement, dated as of March 31, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Security Agreement**"), among the Borrower, the Parent Company, the Subsidiaries of the Borrower or of the Parent Company from time to time party thereto, and the Lender, pursuant to which the Borrower and the Parent Company have granted to the Lender, for the benefit of the Lender, security interests in all tangible and intangible personal Property of each of the Borrower and the Parent Company in order to secure the payment and performance of all of the Obligations of each of the Borrower and the Parent Company to the Lender.

Pursuant to the Security Agreement, the Borrower is required to execute and deliver to the Lender a supplemental security agreement with respect to certain registered trademarks and service marks, certain trademark and service mark registration applications and certain related Property of the Borrower, and such supplemental security agreement is required to be in or substantially in the form hereof.

Accordingly, the parties hereto agree as follow:

**SECTION 1. Defined Terms.** The following terms, when used in this Agreement, including the introductory paragraph and Recitals hereto, shall, except where the context otherwise requires, have the following meanings:

“**Agreement**” means this Trademark Security Agreement.

“**Borrower**” is defined in the introductory paragraph hereto.

“**Credit Agreement**” is defined in the first paragraph of the Recitals hereto.

“**Lender**” is defined in the introductory paragraph hereto.

“**Security Agreement**” is defined in the second paragraph of the Recitals hereto.

“**Trademark Collateral**” is defined in Section 2.

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including the introductory paragraph and Recitals hereto, have the meanings given to such terms in the Credit Agreement.

**SECTION 2. Grant of Security Interest.** The Borrower hereby pledges and assigns to the Lender and hereby grants to the Lender, for the benefit of the Lender, continuing security interests in all of the Borrower’s rights, title and interests in and to all of the following Property, whether currently existing or from time to time hereafter created, arising or acquired (all of such Property being herein collectively called the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items hereinbefore identified and described in this clause (a) being collectively called “**Trademarks**”), all registrations and recordings thereof, and in connection therewith, all applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, including the registrations and applications referred to in Attachment 1 hereto;

(b) all Trademark licenses and other agreements providing the Borrower with rights to use Trademarks;

(c) all reissues, extensions or renewals of any of the items described in the foregoing clause (a) or (b);

(d) all of the goodwill of the business of the Borrower connected with the use of, and symbolized by the items described in, clause (a), (b) or (c); and

(e) all royalties from and all proceeds of, and all rights associated with, all or any part of any of the Property constituting Trademark Collateral, including any and all claims by the Borrower (and rights to sue thereunder) against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration, Trademark license or trade name referred to in Attachment 1 hereto, or for any injury to any of the goodwill associated with any Trademark, Trademark registration, Trademark license or trade name.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered to the Lender by the Borrower for the purpose of registering the grant of the security interests of the Lender in certain Trademark Collateral with the United States Patent and Trademark Office. The security interests granted pursuant hereto are granted as a supplement to, and not in limitation of, the security interests and Liens granted to the Lender, for the benefit of the Lender, under the Security Agreement. The Security Agreement (and all of rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Liens.** At such time as all of the Commitments shall have terminated in full and all of the Obligations shall have been paid in full in cash, the Lender shall, at the Borrower's expense, execute and deliver to the Borrower all such Instruments and other documents as may be necessary or as may be reasonably requested by the Borrower to release Liens on the Trademark Collateral which have been granted pursuant hereto and pursuant to the Security Agreement.

**SECTION 5. Acknowledgment.** The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interests and the Liens on the Trademark Collateral granted pursuant hereto are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**SECTION 6. Collateral Document, etc.** This Agreement is a Collateral Document and a Loan Document executed and delivered to the Lender pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with, and subject to, the terms and provisions of the Credit Agreement.

**SECTION 7. Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute together but one and the same agreement.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**



IN WITNESS WHEREOF, the parties hereto have caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by their respective officers thereunto duly authorized on and as of the day and in the year first above written.

[SEAL]

The Borrower:

MINDBOX, INC.,  
a California corporation

Attest: *Brian D. Young*

By: *Richard Bayfus*

Name: *Richard Bayfus*  
Title: *Chief Executive Officer*

By: *Brian D. Young*

Name: *Brian D. Young*  
Title: *V.P. Finance & Administration*

The Lender:

IMPERIAL BANK

By: \_\_\_\_\_

Name: James F. Higgins, Jr.  
Title: First Vice President

IN WITNESS WHEREOF, the parties hereto have caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by their respective officers thereunto duly authorized on and as of the day and in the year first above written.

[SEAL]

The Borrower:

**MINDBOX, INC.,**  
a California corporation

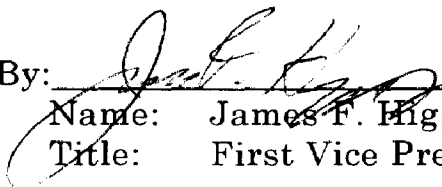
Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

The Lender:

**IMPERIAL BANK**

By:  \_\_\_\_\_  
Name: James F. Higgins, Jr.  
Title: First Vice President

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California  
County of Los Angeles

On MAR 29 2000 before me, LYNDA KAREN DOYLE  
Date Name, title - e.g., John Doe, Notary Public  
personally appeared RICHARD BARFUS & BRIAN D. YOUNG  
Name(s) of Signer(s)

Personally known to me

OR

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Seal

Lynda Karen Doyle  
Signature of Notary

LYNDA KAREN DOYLE 4/11/2000  
Print Notary's Name, County in which Commissioned and Commission Expiration Date

**OPTIONAL**

*The data below is not required by law, however it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.*

SIGNATURE AUTHORITY OF SIGNER:

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER(S)

Title(s)

TITLE OR TYPE OF DOCUMENT

- PARTNER
  - LIMITED
  - GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE:

NAME(S) OF PERSON(S) OR ENTITY(IES) SIGNER IS REPRESENTING:

**ATTACHMENT 1**  
**TO THE TRADEMARK SECURITY AGREEMENT,**  
**DATED AS OF MARCH 31, 2000, BETWEEN**  
**MINDBOX, INC., A CALIFORNIA**  
**CORPORATION, AND IMPERIAL BANK**

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ART*ENTERPRISE (stylized)	9	EM	382770 10/25/96	000382770 09/24/98	Registered Next Renewal Due : 10/25/06 Covers DE FI IE AT FR IT BE GB LU DK GR PT ES NL SE Registration fee due 07/27/98 completed 07/15/98 Reg. certificate received due completed 02/24/99
ART*ENTERPRISE - Stylized	009;	US	346660 01/08/93	1857208 10/04/94	Registered Affidavit of Use Due : 10/04/99 End Sec 8 due 10/04/00
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TRADEMARK	CLASS(ES)	COUNTRY	APPL. NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS
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ART-IM	9	FR	131441 05/19/89	1531915 05/19/89	Renewed Renewal Base Date : 05/19/99 Next Renewal Due : 05/18/09 Renewal certificate received due completed 04/07/99
ART-IM	39	KR	89-12216	205684 11/23/90	Registered Next Renewal Due : 11/23/00
ART-IM	009;	US	761386 11/02/88	1552660 08/22/89	Registered Affidavit of Use Due : 08/22/94; completed Next Renewal Due : 08/22/09 End Sec.8 due 08/22/95; completed
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ART-IM	40 (40.34)	BR	817187871 04/26/93	817187871	Pending
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RECORDED: 04/14/2000

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