FORM PTO-1594 (Rev 5-93)

101409884

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissio.	hed original documents or copy thereof.	
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):	
SERVICESTOP, INC.	Name: IMPERIAL BANK	
blik (telb) of, five.	Address: 5330 CARILLON POINT	
Individual(s) citizenship:	City: KIRKLAND State: WA Zip: 98033	
Association:		
General Partnership:	Individual(s) citizenship:	
Limited Partnership:	Association:	
Corporation - State: WASHINGTON	General Partnership:	
Other:	Limited Partnership:	
	Corporation - State: Other: a California chartered bank	. 1
Additional name(s) of conveying party(ies) attached?	Yes [X] No Other: a California chartered bank	3 1 1
3. Nature of Conveyance:	If any are is not dominited in the Huited States a domestic	1
5. Nature of Conveyance.	If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No	
[ ] Assignment [ ] Merger	(Designations must be a senarate document from assignment	
[X] Security Agreement [ ] Change of N	Additional name(s) & address(es) attached? [] Yes [x]	•
[ ] Other		
Execution Date: May 26, 2000		¥*
4. Application number(s) or trademark number(s):		
A. Trademark Application No.(s)	B. Trademark Registration No.(s)	
75/778,372		
Addi	nal numbers attached? [ ] Yes	
Auu	ar numbers attached: [ ] res [ X ] No	
5. Name and address of party to whom correspondence document should be mailed:	6 Total number of applications and registrations involved:	1
Name: Erin O'Brien Internal Address: GRAY CARY WARE & FRE 400 Hamilton Avenue Palo Alto, California 94301	NRICH	
	7. Total fee (37 CFR 3.41) \$40.00	
	[x] Enclosed	
	[ ] Authorized to be charged to deposit account	
	8. Deposit account number:	
	(Attach duplicate copy of this page if paying by deposit acco	ount)
	DO NOT USE THIS SPACE	
9. Statement and signature.		
To the best of my knowledge and belief, the foregoing	formation is true and correct and any attached copy is a true copy of the original	document.
Erin O'Brien	Signature June 22, 2	:000
Name of Person Signing		Date
	Total number of pages comprising cover	r sheet: [6]
	be recorded with required cover sheet information to: and Trademark Office, Office of Public Records	
	13 Jefferson Davis Highway, 3rd Floor	
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### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 26, 2000 by and between IMPERIAL BANK ("Bank") and SERVICESTOP, 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). 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 and under all other agreements now existing or hereafter arising between Grantor and Bank, 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.

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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> TRADEMARK REEL: 002105 FRAME: 0100

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:

SERVICESTOP, INC.

Address of Grantor:

2203 Airport Way South, Suite 210

Seattle, WA 98134

Attn: Dan Kaltenbach

BANK:

IMPERIAL BANK

5330 Carillon Point

Kirkland, WA 98033

Title: ASST VICE PASS Mice)

Attn: Robert Van Nortwick

# EXHIBIT A

Copyrights

Description

Registration/ Application Number

Registration/ Application <u>Date</u>

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> TRADEMARK REEL: 002105 FRAME: 0102

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# EXHIBIT B

**Patents** 

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TRADEMARK
REEL: 002105 FRAME: 0103

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# **EXHIBIT C**

Trademarks

**Description** 

Servicestop

Registration/ Application Number

75/778,372

Registration/ Application <u>Date</u>

08/18/99

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RECORDED: 06/23/2000

TRADEMARK REEL: 002105 FRAME: 0104