

07-20-2000

6-23-00



FORM PTQ-1594
(Rev 5-93)

101409867

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): E-LINGO CORPORATION</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: DELAWARE Other:</p> <p>Additional name(s) of conveying party(ies) attached? [] Yes [X] 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 6, 2000</p>	<p>2. Name and address of receiving party(ies): Name: VENTURE BANKING GROUP a division of Cupertino National Bank Address: Three Palo Alto Square, Suite 150 City: Palo Alto State: CA Zip: 94306</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other:</p> <p>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 [x] No</p>
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<p>4. Application number(s) or trademark number(s): A. Trademark Application No.(s)</p> <table> <tr><td>75/538,633</td><td>75/538,895</td></tr> <tr><td>75/772,298</td><td>75/914,016</td></tr> <tr><td>75/914,015</td><td>75/721,494</td></tr> <tr><td>75/758,878</td><td>75/756,700</td></tr> </table>	75/538,633	75/538,895	75/772,298	75/914,016	75/914,015	75/721,494	75/758,878	75/756,700	<p>Trademark Registration No.(s)</p>
75/538,633	75/538,895								
75/772,298	75/914,016								
75/914,015	75/721,494								
75/758,878	75/756,700								
Additional numbers attached? [] Yes [X] No									

<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: 8</p> <hr/> <p>7. Total fee (37 CFR 3.41) \$215.00 [x] Enclosed [] Authorized to be charged to deposit account</p> <hr/> <p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>
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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		June 22, 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

07/19/2000 ASCOTT 00000235 75538633

01 FC:481	40.00 OP
02 FC:482	175.00 OP

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1030940-908300

TRADEMARK
REEL: 002105 FRAME: 0479

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 6, 2000 by and between VENTURE BANKING GROUP, A DIVISION OF CUPERTINO NATIONAL BANK ("Bank") and E-LINGO CORPORATION, a Delaware 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, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby agrees as follows:

AGREEMENT

To secure its Obligations to Bank 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 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.

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:

2600 South El Camino Real
San Mateo, CA 94403-2332
Attn: Chief Financial Officer

E-LINGO CORPORATION

By: Michael J Williams

Title: CONTROLLER

BANK:

Address of Bank:

Three Palo Alto Squire, Suite 150
Palo Alto, CA 94306
Attn: Dan Pistone

VENTURE BANKING GROUP, A DIVISION OF
CUPERTINO NATIONAL BANK

By: Dan Pistone

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application Number

Registration/
Application Date

EXHIBIT B

PATENTS

<i>DESCRIPTION</i>	<i>REGISTRATION/ APPLICATION NUMBER</i>	<i>REGISTRATION/ APPLICATION DATE</i>
System and method for performing translation functions over a distributed network	103101 (provisional)	October 5, 1998 (refiled on June 15, 1999, as indicated below)
Language for communications over a distributed network	333204 (pending)	June 15, 1999

EXHIBIT C

TRADEMARKS

<i>DESCRIPTION</i>	<i>REGISTRATION/ APPLICATION NUMBER</i>	<i>REGISTRATION/ APPLICATION DATE</i>
WorldBlaze	75/538633	August 18, 1998
WorldBlaze [Design]	75/538895	August 18, 1998
E-LINGO	75/772298	August 10, 1999
E-LINGO (stylized)	Not Assigned Not Assigned	February 4, 2000 February 4, 2000
E-LINGO [Design: Resembling Yin/Yang]	75/914016 75/914015	February 4, 2000 February 4, 2000
INTERNET TRANSLATION PLATFORM	75/721494	June 3, 1999
TRANSLATING THE INTERNET	75/758878	July 23, 1999
TERRALLINGO	75/756700	July 21, 1999