

09-25-2000



FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

101469738

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name AtomicTangerine, Inc.

7/21/2000

Formerly _____

75938146

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization USA

Receiving Party

Mark if additional names of receiving parties attached

Name VENTURE LENDING & LEASING III, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2010 North First Street

Address (line 2) Suite 2310

Address (line 3) San Jose
City

California
State/Country

95131
Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/22/2000 DNGUYEN 00000287 75938146

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
50.00 OP

0000098107

\$30.00

Refund Total: CHECK Refund

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Mail documents to be recorded with required cover sheet(s) information to:
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Refund Ref:
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TRADEMARK
REEL: 002146 FRAME: 0069

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/938,146"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/032,162"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/880,433"/>	<input type="text"/>	<input type="text"/>

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Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

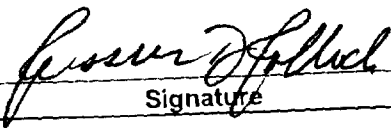
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Russell D. Pollock
Name of Person Signing


Signature

8-29-00
Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 21, 2000 by and between Venture Lending & Leasing III, Inc. ("Lender") as Lender and AtomicTangerine, Inc. ("Grantor").

RECITALS

A. Lender 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 Lender 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. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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 Lender, 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 Lender and Grantor, Grantor grants and pledges to Lender, subject to any then pre-existing obligation of Borrower to indemnify or reimburse third parties for claims or pay royalties due licensors, 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 and all goodwill associated therewith.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 a Lender, 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 in which Grantor has an interest. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, the intellectual property rights listed on such exhibits. From time to time hereafter, Grantor shall register on an expedited basis such additional intellectual property developed or acquired by Grantor in connection with any product prior to the sale or

licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party.

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:

333 Ravenswood Ave
Menlo Park, CA 94025

ATOMICTANGERINE, INC.

By: 

Title: V.V. - CFO

Address of Lender:

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

VENTURE LENDING & LEASING III, INC.

By: 

Title: CEO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

entered into as of July 21, 2000

by and between Venture Lending & Leasing III, Inc. as Lender and AtomicTangerine, Inc. as Grantor

Exhibit C

Trademarks of AtomicTangerine, Inc.

“Atomic Tangerine”/U.S., Class 35, Trademark Application Number 75/938,146 (original application April 19, 2000; change of name conveyance filed July 24, 2000)

Tangerine and Rings Design/U.S., Class 35, Trademark Application Number 76/032,162 (original application April 19, /2000; change of name conveyance filed July 24, 2000)

Pending assignment to AtomicTangerine, Inc. from WestConnect Technologies, Inc. --
Trademark for "FirmSource" described as covering "Computer software for coordinating, collaborating and unifying other software and databases within an internal computer network in order to enable access to information from one source." U.S., Class 9, Trademark Application Number 75/880433 (December 1999)

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