

09-28-2000

9.1300

FORM P²O-1594
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101475520

To the Honorable Commissioner of Pate.

1 documents or copy thereof.

1. Name of conveying party(ies):

TELISMART.COM, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: August 1, 2000

2. Name and address of receiving party(ies):

Name: IMPERIAL CREDITCORP
Address: 226 AIRPORT PARKWAY
City: SAN JOSE State: CA Zip: 95110

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other:

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 No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

See attached sheet

B. Trademark Registration No.(s)

76038474

Additional numbers attached? Yes No

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

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
400 Hamilton Avenue
Palo Alto, California 94301

6 Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41) \$540.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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
Name of Person Signing

Erin O'Brien
Signature

September 12, 2000
Date

Total number of pages comprising cover sheet: [7]

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

09/26/2000 MTHAI1 00000404 76038474

01 FC:481 40.00 OF
02 FC:482 500.00 OF

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2101579-900600

TRADEMARK
REEL: 002149 FRAME: 0732

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Teliserve	76/038,474	04/28/00
Telisaes	75/038,470	04/28/00
Equipment Quality Index	76/038,467	04/28/00
Teliwatch	76/038,466	04/28/00
Telivalue	76/038,465	04/28/00
Telisearch	76/038,464	04/28/00
Telisolutions	76/038,462	04/28/00
Telicenter	76/038,461	04/28/00
Telifreight	76/038,460	04/28/00
Telifinance	76/038,459	04/28/00
Teli smart.com	76/037,131	04/28/00
EQI	76/037,130	04/28/00
Design only	76/037,114	04/28/00
Telismart (and design)	76/037,113	04/28/00
Telismart	76/026,679	04/14/00
Smart Market Place	76/026,525	04/12/00
Bid-o-meter	76/013,532	03/30/00
Real Time Value Exchange	76/013,527	03/30/00
Network Lifecycle Management	75/897,390	01/14/00
Teligear	75/897,083	01/14/00
The Business to Business Trading Place	75/808,371	09/27/99

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 1, 2000 by and between IMPERIAL CREDITCORP ("Lender") and TELISMART.COM, INC., a Delaware corporation ("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 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 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 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 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.

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:

5100 SW Macadam Avenue, No. 500
Portland, OR 97201

Attn: John Griffith

GRANTOR:

TELISMART.COM, INC.

By: 

Title: CEO

Address of Lender:

226 Airport Parkway
San Jose, CA 95110

Attn: Jim Rutter

LENDER:

IMPERIAL CREDITCORP

By: 

Title: President

EXHIBIT A
Copyrights

Description	Registration Number	Registration Date
TeliSmart Website. All-inclusive: Includes everyword, every graphic. The "look and feel", and the branding.	N/A	N/A
White Paper #1: "Untapped Opportunity: The Emergence of B2B e-Commerce Technology in Today's Telecommunications Marketplace."	N/A	N/A
White Paper #2: "x-Convergence: A Strategy for Enabling Real Time Telecommunications Network Asset Management.	N/A	N/A

EXHIBIT B
Patents

Description	Registration/ Application Number	Registration/ Application Date
Real Time Value Exchange	09/526,875	3/16/00

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Teliserve	76/038,474	04/28/00
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Telicenter	76/038,461	04/28/00
Telifreight	76/038,460	04/28/00
Telifinance	76/038,459	04/28/00
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EQI	76/037,130	04/28/00
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Telismart (and design)	76/037,113	04/28/00
Telismart	76/026,679	04/14/00
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Bid-o-meter	76/013,532	03/30/00
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