

10-11-2000

DEPARTMENT OF COMMERCE

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OMB No. 0651-0011 (exp. 4/94)

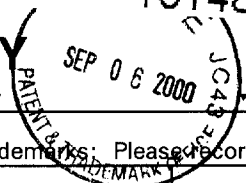


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TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
BEYONDWORK, INC.
2350 Mission College Boulevard
Suite 700
Santa Clara, CA 95054

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other _____

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

Internal Address:
Street Address: **226 Airport Parkway**
City: **San Jose** State: **California** ZIP: **95110**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **California**
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
(Designations must be a separate document from assignment)

Execution Date: **August 23, 2000**

Additional name(s) & addresses attached? Yes No

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

A. Trademark Application No.(s)
— 75-792-389, filed July 14, 1999
76-028-387, filed April 19, 2000

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

US PATENT & TRADEMARK OFFICE
2000 SEP -6 A 8:54
TRADEMARK FEE PROCESS RECEIVED

5. Name and address of party to whom correspondence concerning document should be mailed:
Mr. Michael Wright
Name: **Buchalter, Nemer, Fields & Younger**

Internal Address:

Street Address: **601 South Figueroa Street, 24th Floor**

City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0052

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

01 FC:481 40.00 CH
02 FC:482 25.00 CH
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.

Christine E. Wilson
MICHAEL WRIGHT
Name of Person Signing

Christine E. Wilson Signature
September 1, 2000 Date

Total number of pages including cover sheet, attachments, and document: : 6

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 23, 2000 by and between IMPERIAL BANK ("Bank") and BEYONDWORK, INC., 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).

B. 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.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, 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 Bank and Grantor, 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. Notwithstanding anything to the contrary in the Agreement or above, the grant of the security interest provided for in the Agreement shall not extend to, and the term "Intellectual Property Collateral" shall not include any such property that (i) is nonassignable by law or by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law or is prohibited by or would constitute a default under any agreement or document governing such property, including, without limitation, Section 9318(4) of the Code), or (ii) the granting of a security interest therein is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Intellectual Property Collateral.

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.

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:

2350 Mission College Boulevard, Suite 700
Santa Clara, CA 95054

Attn: K. Chreston

GRANTOR:

BEYONDWORK, INC.

By: 

Title: V.P. Finance

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

BANK:

IMPERIAL BANK

By: 

Title: V.P.

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Electronic Ticketing Method and System	09/348978	7/7/99
A Method and System for User Validation and Internet Gateway	09/348432	7/7/99
Anniversary and Recognition Award Program and Method	09/475744	12/30/99

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BEYONDWORK	75-792-389	7/14/99
BEYONDWORK - STYLIZED	76-028-387	4/19/00

LA-G:BAF.-FL\MJW\0010MJW.WPD

RECORDED: 09/06/2000

TRADEMARK
REEL: 002153 FRAME: 0707