

10-17-2000

Form PTO-1594
(Rev. 6-93)

REC



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101489479

To the Honorable Commissioner of Pa

ed original documents or copy thereof.

1. Name of conveying party(ies): **10-3-00**
Onecast Media, Inc.

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

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

2. Name and address of receiving party(ies):
Name: **Maveron Equity Partners 2000, L.P.**

Internal Address: **Suite 4100**
Street Address: **800 Fifth Avenue**
City: **Seattle** State: **WA** ZIP: **98104**

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **September 22, 2000**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/850,727 76/019,107 75/827,218
75/850,728 75/797,215 75/850,726

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Stephanie G. Daley-Watson**
Internal Address: **Perkins Coie LLP**
Street Address: **1201 Third Avenue, Suite 4800**
City: **Seattle** State: **WA** ZIP: **98101**

6. Total number of applications and registrations involved: **6**

7. Total fee (37 CFR 3.41):.....\$ **165.00**
 Enclosed
 Authorized to be charged to deposit account
 Charge any additional fees/credit any overpayment to Deposit Account No. 50-0665

8. Deposit account number: 50-0665
(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.

Stephanie G. Daley-Watson *Stephanie G. Daley-Watson* **September 26, 2000**
Name of Person Signing Signature Date

Total number of pages comprising cover sheet, attachments and document: **16**

10/16/2000 MTHRI1 00000256 75850727

DO NOT DETACH THIS PORTION

01 FC:481
02 FC:482

Documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

2. Names and addresses of receiving parties
(continued from page 1):

Maveron Equity Partners 2000-B, L.P.
800 Fifth Avenue
Suite 4100
Seattle, WA 98104
a limited partnership

MEP 2000 Associates LLC
800 Fifth Avenue
Suite 4100
Seattle, WA 98104
a limited liability corporation

SECURITY AGREEMENT

This Security Agreement (the "Agreement") is made as of September 22, 2000 by and between Onecast Media, Inc., a Delaware corporation (the "Debtor"), in favor of each of the parties listed on Exhibit A hereto (each a "Secured Party" and collectively the "Secured Parties").

RECITALS

The Debtor and certain of the Secured Parties are parties to a Secured Subordinated Convertible Demand Note Purchase Agreement of even date with this Agreement (the "September Purchase Agreement") pursuant to which certain of the Secured Parties shall purchase Notes (the "Later Notes") and the Debtor and certain of the Secured Parties are party to Note and Warrant Purchase Agreements dated July 12, 2000, July 25, 2000 and August 10, 2000 (the "Prior Purchase Agreements" and together with the September Purchase Agreement, the "Purchase Agreements") pursuant to which certain of the Secured Parties have purchased Notes (the "Prior Notes" and together with the Later Notes, collectively referred to as the "Notes") from the Debtor. The parties intend that the Debtor's obligations to repay the Notes be secured by all of the assets of the Debtor.

AGREEMENT

In consideration of the purchase of the Notes by the Secured Parties and for other good and valuable consideration, the Debtor hereby agrees with the Secured Parties as follows:

1. **Grant of Security Interest.** To secure the Debtor's full and timely performance of all of the Debtor's obligations and liabilities to the Secured Parties pursuant to the Notes (including, without limitation, Debtor's obligation to timely pay the principal amount of, and accrued interest on, the Notes) (the "Obligations"), the Debtor hereby grants to the Secured Parties a continuing security interest (the "Security Interest") in and to all of the property described on Exhibits B and C to this Agreement (the "Collateral"). THE SECURITY INTEREST SHALL BE SUBJECT TO AND SUBORDINATE TO THE SECURITY INTERESTS IN THE COLLATERAL DESCRIBED IN EXHIBIT D BELOW.

2. **Agreement Among the Secured Parties.**

(a) **Payment.** Payment to the Secured Parties under the Notes shall be made first to the Secured Parties holding the Later Notes in proportion to the principal and accrued interest then outstanding on the Later Notes (as set forth on Exhibit A which may be amended from time to time as additional Later Notes are issued to the Secured Parties pursuant to the September Purchase Agreement) on any such date of payment to the Later Notes, until such obligations are paid or retired in full and then to the Prior Notes in proportion to the principal and accrued interest then outstanding on the Prior Notes on any such date of payment to the Prior Notes, until such obligations are paid or retired in full.

(b) **Sharing of Payments.**

(i) If any Secured Party holding Later Notes shall at any time receive any payment of principal, interest or other charge arising under a Later Note, or upon any other obligation of Debtor or any sums by virtue of counterclaim, offset, or other lien that may be exercised, or from any security, other than payments made on the same date to all Secured Parties holding Later Notes, such Secured Party shall share such payment or payments ratably with the other Secured Parties holding Later Notes as to maintain as near as possible the unpaid balance of the loans pro rata according to the Secured Parties' aggregate proportionate interests in such Later Notes.

(ii) If any Secured Party holding Prior Notes shall at any time receive any payment of principal, interest or other charge arising under a Prior Note, or upon any other obligation of Debtor or any sums by virtue of counterclaim, offset, or other lien that may be exercised, or from any security, prior to payment in full of all of the Later Notes, such Secured Party shall immediately deliver such payment or payments to the Secured Parties holding Later Notes in a manner so as to maintain as near as possible the unpaid balance of the loans pro rata according to the Secured Parties' aggregate proportionate interests in such Later Notes. If any Secured Party holding Prior Notes shall at any time after payment in full of the Later Notes receive any payment of principal, interest or other charge arising under a Prior Note, or upon any other obligation of Debtor or any sums by virtue of counterclaim, offset, or other lien that may be exercised, or from any security, other than payments made on the same date to all Secured Parties holding Prior Notes, such Secured Party shall share such payment or payments ratably with the other Secured Parties holding Prior Notes as to maintain as near as possible the unpaid balance of the loans pro rata according to the Secured Parties' aggregate proportionate interests in such Later Notes.

(c) **Sharing of Collateral.** For Purposes of this Agreement, "Event of Default" means: (i) Debtor's failure to pay or discharge the Obligations in full in accordance with the terms of the Notes, (ii) Debtor's breach of any term, provision, warranty or representation under this Agreement, or under any other obligation of Debtor to the Secured Parties which, if curable, is not cured with five (5) business days of the breach, (iii) the appointment of any custodian, receiver or trustee authorized to take possession, custody or control of all or a substantial portion of the property of Debtor, (iv) any case, proceeding or other action that is commenced by or against Borrower under any bankruptcy or other law for the relief of, or relating to, debtors, (v) the adoption of a plan of liquidation, dissolution or winding up of the Company, or the involuntary occurrence thereof, (vi) any material adverse change in the business, operations, assets, liabilities or financial condition of the Debtor, or (vii) any "Event of Default" under that certain Loan and Security Agreement between the Debtor and Imperial Bank dated as of April 24, 2000, as amended from time to time. Upon the occurrence of any Event of Default, and if the Secured Parties proceed to exercise any rights with respect to the Collateral, the Secured Parties shall share the Collateral and the proceeds of such Collateral ratably, without priority of one over the other

(d) **Appointment of Agent.** The Secured Parties agree that Secured Parties holding a majority in interest of the principal amount of Notes outstanding may act together as the agent of all Secured Parties to execute and deliver in their names such instruments, documents, statements and amendments thereto as may be necessary or appropriate to perfect or continue the perfection of the security interest granted in this Agreement.

(e) **Enforcement.** Enforcement of the Secured Parties' rights hereunder shall be taken by Secured Parties holding a majority in interest of the principal amount of Notes outstanding acting together as the agent and fiduciary for all of the Secured Parties. All similarly situated Secured Parties shall be treated in the same manner. The action of such majority taken in accordance with the preceding sentence, shall in each case bind all the Secured Parties. Each of the Secured Parties agrees that any Secured Parties acting under Sections 2(d) and 2(e) shall not be liable for any acts taken in enforcing the rights of the Secured Parties hereunder unless such action constitutes gross negligence, willful misconduct or a violation of this Agreement which violation, if curable, is not cured within ten (10) business days of such violation.

3. **Covenants.** The Debtor covenants and agrees with the Secured Parties that, from and after the date of this Agreement until the Obligations are paid in full:

(a) **Other Liens.** Except for the Security Interest and the security interests prescribed in Exhibit D to this Agreement, which are senior to the Obligations, the Debtor is the owner of the Collateral and will be the owner of the Collateral hereafter acquired free from any adverse lien, security interest or encumbrance (other than purchase money security interests that will be discharged upon Debtor's payment of the purchase price for the applicable property), and the Debtor will properly preserve the Collateral and defend the Collateral against the claims and demands of all persons at any time claiming the same or any interest therein. Except for the financing statements listed in Exhibit D to this Agreement, to the Company's knowledge, no financing statements covering any Collateral or any proceeds thereof are on file in any public office.

(b) **Further Documentation.** At any time and from time to time, upon the written request of the Secured Parties, and at the sole expense of the Debtor, the Debtor will promptly and duly execute and deliver such further instruments and documents and take such further action as the Secured Parties may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, filing any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the liens created hereby. The Debtor also hereby authorizes the Secured Parties to file any such financing or continuation statement without the signature of the Debtor to the extent permitted by applicable law. A reproduction of this Agreement shall be sufficient as a financing statement (or as exhibit to a financing statement on form UCC-1 for filing in any jurisdiction).

(c) **Indemnification.** The Debtor agrees to defend, indemnify and hold harmless the Secured Parties against any and all liabilities, costs and expenses (including, without limitation, legal fees and expenses): (i) with respect to, or resulting from, any delay in

paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any law, rule, regulation or order of any governmental authority applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Agreement.

(d) **Maintenance of Records.** The Debtor will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral.

(e) **Inspection Rights.** The Secured Parties shall have full access during normal business hours, and upon reasonable prior notice, to all the books, correspondence and other records of the Debtor relating to the Collateral, and the Secured Parties or their representatives may examine such records and make photocopies or otherwise take extracts from such records. The Debtor agrees to render to the Secured Parties, at the Debtor's expense, such clerical and other assistance as may be reasonably requested with regard to the exercise of its rights pursuant to this paragraph.

(f) **Compliance with Laws, etc.** The Debtor will comply in all material respects with all laws, rules, regulations and orders of any governmental authority applicable to any part of the Collateral or to the operation of the Debtor's business; provided, however, that the Debtor may contest any such law, rule, regulation or order in any reasonable manner which does not, in the reasonable opinion of the Debtor, adversely affect the Secured Parties' rights or the priority of their liens on the Collateral.

(g) **Payment of Obligations.** The Debtor will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or with respect to any of its income or profits derived from the Collateral, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if (i) the validity of such charge is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest in the Collateral and (iii) such charge is adequately reserved against on the Debtor's books in accordance with generally accepted accounting principles.

(h) **Limitation on Liens on Collateral.** The Debtor will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is necessary to remove, any lien or claim on or to the Collateral, other than the Security Interest and the security interests described in Exhibit D to this Agreement, and will defend the right, title and interest of the Secured Parties in and to any of the Collateral against the claims and demands of all other persons.

(i) **Limitations on Dispositions of Collateral.** The Debtor will not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so, provided however that Debtor will be allowed to grant licenses to its products and related documentation in the ordinary course of business.

(j) **Further Identification of Collateral.** The Debtor will furnish to the Secured Parties from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Parties may reasonably request, all in reasonable detail.

(k) **Insurance.** Debtor will maintain and keep in force insurance covering the Collateral against fire and extended coverages. Such insurance shall require losses to be paid on a replacement cost basis, be issued by insurance companies acceptable to the Secured Parties and include a loss payable endorsement in favor of the Secured Parties in a form acceptable to the Secured Parties.

(l) **Notice of Events.** Debtor will promptly notify the Secured Parties in writing of any event that materially and adversely affects the value of the Collateral, the ability of Debtor or the Secured Parties to dispose of the Collateral, or the rights and remedies of the Secured Parties in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

4. **Secured Parties' Appointment as Attorney-in-Fact.**

(a) **Powers.** Subject to the terms of the Subordination Agreement by and among the Secured Parties and Imperial Bank dated as of September 22, 2000, (the "Subordination Agreement"), the Debtor hereby appoints the holder of a majority interest in the Notes, and any officer or agent of the holder of a majority interest in the Notes, with full power of substitution, as its attorney-in-fact with full irrevocable power and authority in the place of the Debtor and in the name of the Debtor or in their own name, from time to time in the Secured Parties' discretion so long as an Event of Default has occurred and is continuing, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any instrument which may be necessary or desirable to accomplish the purposes of this Agreement. Without limiting the foregoing, so long as an Event of Default has occurred and is continuing, the Secured Parties shall have the right, without notice to, or the consent of, the Debtor, to do any of the following on the Debtor's behalf:

(i) to pay or discharge any taxes or liens levied or placed on or threatened against the Collateral;

(ii) to direct any party liable for any payment under any of the Collateral to make payment of any and all amounts due or to become due thereunder directly to the Secured Parties or as the Secured Parties directs;

(iii) to ask for or demand, collect, and receive payment of and receipt for, any payments due or to become due at any time in respect of or arising out of any Collateral;

(iv) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to enforce any right in respect of any Collateral;

(v) to defend any suit, action or proceeding brought against the Debtor with respect to any Collateral;

(vi) to settle, compromise or adjust any suit, action or proceeding described in subsection (v) above and, to give such discharges or releases in connection therewith as the Secured Parties may deem appropriate;

(vii) to assign any patent right included in the Collateral of Debtor (along with the goodwill of the business to which any such patent right pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Secured Parties shall in their sole discretion determine; and

(viii) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral, and to take, at the Secured Parties' option and the Debtor's expense, any actions which the Secured Parties deem necessary to protect, preserve or realize upon the Collateral and the Secured Parties' liens on the Collateral and to carry out the intent of this Agreement, in each case to the same extent as if the Secured Parties were the absolute owner of the Collateral for all purposes.

The Debtor hereby ratifies whatever actions the Secured Parties shall lawfully do or cause to be done in accordance with this Section 4. This power of attorney shall be a power coupled with an interest and shall be irrevocable.

(b) **No Duty on Secured Parties' Part.** The powers conferred on the Secured Parties by this Section 4 are solely to protect the Secured Parties' interests in the Collateral and shall not impose any duty upon them to exercise any such powers. Each Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither the Secured Parties nor any of their officers, directors, employees or agents shall, in the absence of willful misconduct or gross negligence, be responsible to the Debtor for any act or failure to act pursuant to this Section 4.

5. **Performance by Secured Parties of Debtor's Obligations.** If the Debtor fails to perform or comply with any of its agreements or covenants contained in this Agreement and the Secured Parties perform or comply, or otherwise cause performance or compliance, with such agreement or covenant in accordance with the terms of this Agreement, then the reasonable expenses of the Secured Parties incurred in connection with such performance or compliance shall be payable by the Debtor to the Secured Parties on demand and shall constitute Obligations secured by this Agreement.

6. **Remedies.** Subject to the terms of the Subordination Agreement, if an Event of Default has occurred and is continuing, the Secured Parties may exercise, in addition to all other

rights and remedies granted to them in this Agreement and in any other instrument or agreement relating to the Obligations, all rights and remedies of a secured party under the Washington Uniform Commercial Code, as amended from time to time (the "Code"). Without limiting the foregoing, the Secured Parties, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law) to or upon the Debtor or any other person (all of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances collect, receive, appropriate and realize upon any or all of the Collateral, and/or may sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver any or all of the Collateral (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of a Secured Party or elsewhere upon such terms and conditions as the Secured Parties may deem advisable, for cash or on credit or for future delivery without assumption of any credit risk. The Secured Parties shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase all or any part of the Collateral so sold, free of any right or equity of redemption in the Debtor, which right or equity is hereby waived or released. The Secured Parties shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable expenses incurred therein or connection with the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Parties under this Agreement (including, without limitation, reasonable attorneys' fees and expenses) to the payment in whole or in part of the Obligations, in such order as the Secured Parties may elect, and only after such application and after the payment by the Secured Parties of any other amount required by any provision of law, need the Secured Parties account for the surplus, if any, to the Debtor. To the extent permitted by applicable law, the Debtor waives all claims, damages and demands it may acquire against the Secured Parties arising out of the exercise by the Secured Parties of any of their rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least five (5) days before such sale or other disposition. The Debtor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by the Secured Parties to collect such deficiency.

7. **Limitation on Duties Regarding Preservation of Collateral.** The sole duty of a Secured Party with respect to the custody, safekeeping and preservation of the Collateral, under Section 9207 of the Code or otherwise, shall be to deal with it in the same manner as such Secured Party deals with similar property for its own account. Neither the Secured Parties nor any of their directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Debtor or otherwise.

8. **Powers Coupled with an Interest.** All authorizations and agencies contained in this Agreement with respect the Collateral are irrevocable and powers coupled with an interest.

9. **No Waiver; Cumulative Remedies.** The Secured Parties shall not by any act (except by a written instrument pursuant to Section 10(a) hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default under the Notes or in any breach of any of the terms and conditions of this Agreement. No failure to exercise, nor any delay in exercising, on the part of the Secured Parties, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Secured Parties of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy which the Secured Parties would otherwise have on any subsequent occasion. The rights and remedies provided in this Agreement are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

10. **Miscellaneous.**

(a) **Amendments and Waivers.** Any term of this Agreement may be amended with the written consent of the Debtor and of Secured Parties holding a majority in interest of the principal amount of Notes outstanding. Notwithstanding the foregoing or any other provision of this Agreement, no amendment or waiver that adversely affects a Secured Party in a manner different from all of the Secured Parties may be effected without the written consent of such Secured Party. Any amendment or waiver effected in accordance with this Section 10(a) shall be binding upon the parties and their respective successors and assigns.

(b) **Transfer; Successors and Assigns.** The terms and conditions of this Agreement shall be binding upon the Debtor and its successors and assigns and inure to the benefit of the each Secured Party and its successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(c) **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Washington, without giving effect to principles of conflicts of law.

(d) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

(e) **Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(f) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or forty-eight (48) hours after being deposited

in the U.S. mail as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below or on Exhibit A hereto, or as subsequently modified by written notice.

(g) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(h) **Entire Agreement.** This Agreement, and the documents referred to herein constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements existing between the parties hereto concerning such subject matter are expressly canceled.

The Debtor and Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

DEBTOR:

ONECAST MEDIA, INC.,
a Delaware corporation

By: 

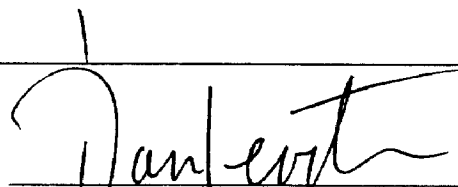
Name: Clinton T. Mead

Title: CFO

Address: 2023 120th Avenue NE, Suite 100
Bellevue, Washington 98009

Facsimile Number: (425) 454-6264

SECURED PARTIES:



Name: DAN LEVITAN

Title: MANAGER

EXHIBIT A

<u>Name/Address and Facsimile Number of Secured Party</u>	<u>Original Principal Amount of Prior Notes</u>	<u>Original Principal Amount of Later Notes</u>
Maveron Equity Partners 2000, L.P. 800 Fifth Avenue Suite 4100 Seattle, WA 98104	\$4,278,817.65	\$1,904,073.87
Maveron Equity Partners 2000-B, L.P. 800 Fifth Avenue Suite 4100 Seattle, WA 98104	\$132,947.06	\$59,161.44
MEP 2000 Associates LLC 800 Fifth Avenue Suite 4100 Seattle, WA 98104	\$588,235.30	\$261,764.69
Velocity Capital Partners PO Box 21567 Seattle, WA 98111-3567	\$200,000.00	
LCM Partners, LLC 4314 East Madison Street Seattle, WA 98112	\$100,000.00	
Scott Svenson P.O. Box 164 Medina, WA 98039		\$25,000
Wong Doody, Inc. 216 First Avenue South Seattle, WA 98104		\$175,487.16

EXHIBIT B

The Collateral shall consist of all right, title and interest of Debtor in and to the following:

All personal property of Debtor whether presently existing or hereafter created, written, produced or acquired, including, but not limited to:

(i) all accounts receivable, accounts, chattel paper, contract rights (including, without limitation, royalty agreements, license agreements and distribution agreements), documents, instruments, money, deposit accounts and general intangibles, including, without limitation, returns, repossessions, books and records relating thereto, and equipment containing said books and records, all financial assets, all investment property, including securities and securities entitlements;

(ii) all software, computer source codes and other computer programs (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, United States of America and foreign, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of the Secured Parties to sue in their own name and/or the name of the Debtor for past, present and future infringements of copyright;

(iii) all goods, including, without limitation, equipment and inventory (including, without limitation, all export inventory);

(iv) all guarantees and other security therefor;

(v) all trademarks, service marks, trade names and service names and the goodwill associated therewith, as set forth on Exhibit C;

(vi) (a) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) licenses pertaining to any patent whether Debtor is licensor or licensee, (c) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (d) the right (but not the obligation) to sue for past, present and future infringements thereof, (e) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (f) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing (all of the foregoing patents and applications and interests under patent license agreements, together with the items described in clauses (a) through (f) in this paragraph are sometimes herein individually and collectively referred to as the "Patents"), as set forth on Exhibit C; and

(vii) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SeasonTicket	75/850,727	11/17/99
Seasonticket.com	75/850,728	11/17/99
Your on-demand sports highlight show	76/019,107	04/05/00
Big Screen Sports	75/797,215	01/25/00
Onecasting	75/827,218	10/21/99
Onecasting.com	75/850,726	11/17/99

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Network based apparatus method for dynamically creating and automatically providing presentations according to user specified preferences.	09/491,330	01/26/00
Network based apparatus method for dynamically creating and automatically providing presentations according to user specified preferences.	09/500,200	02/07/00

EXHIBIT D

The following security interests in and to the Collateral are senior to the Obligations:

Imperial Bank, dated April 28, 2000

The following financing statements have been filed with respect to the Collateral:

Imperial Bank, File No. 2000-1430482, dated May 22, 2000