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Beverly Hills, CA 90212

10-20-2000



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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 # _____
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Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
9 29 2000

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association

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.)

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK

REEL: 002158 FRAME: 0630

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country 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 the Assignment.)

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)

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SCHEDULE 1
TO FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

GENESIS 2000, INC. AND GENESIS 2000 HOLDINGS, INC. TRADEMARKS

Attorney Docket	Trademark	App. Ser. No.	File Date or Issue Date
34717	GENESIS 2000 & Design (Previous Logo)	Reg. 1,794,755	Issued 9-28-93
35746	INTELLAGENT	Reg. 2,138,858	Issued 2-24-98
36317	MORTGAGE 411	Reg. 2,360,535	Issued 6-20-00
37852	GENESIS 2000	Ser. 75/872,868	Filed 12-15-99
37853	GENESIS 2000 and Design (New Logo)	Ser. 75/872,305	Filed 12-15-99
37854	GENESIS WEBBUILDER	Ser. 75/872,300	Filed 12-15-99
38254	WEBAPP	Ser. 75/872,304	Filed 12-15-99
38255	EPASS	Ser. 75/872,303	Filed 12-15-99
38256	GEOEXPERT	Ser. 75/872,302	Filed 12-15-99
38257	GENCAT	Ser. 75/872,301	Filed 12-15-99

FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT ("Amendment"), is entered into as of September 29, 2000, by and between Genesis 2000 Holdings, Inc., a Delaware corporation, successor-by-merger to Genesis 2000, Inc. a California corporation ("Grantor") and Kamyar Tafreshi, an individual ("Creditor"), with reference to the following:

RECITALS

WHEREAS, pursuant to an Assumption and Substituted Payments Agreement, dated as of September 29, 2000 (the "Assumption Agreement") by and among Ellie Mae, Inc., a California corporation ("EMI"), Creditor and the other "Noteholders" (as defined in the Assumption Agreement), EMI has agreed to assume certain obligations of iOwn Holdings, Inc., a Delaware corporation ("iOwn") for the benefit of Creditor and the other Noteholders;

WHEREAS, the obligation of Creditor to consummate the transactions in the Assumption Agreement is subject, among other conditions, to receipt by him of this Amendment, duly executed by Grantor;

WHEREAS, Grantor previously granted to Creditor and the other Noteholders a lien on all of its assets as evidenced by various Copyright Security Agreements, various Trademark Security Agreements, and various UCC-1 Financing Statements filed with the California Secretary of State on April 24, 2000 (collectively the "Existing Liens"). In particular, Grantor previously executed and delivered to Creditor that certain Trademark Security Agreement, dated as December 23, 1999, and recorded in the United States Patent and Trademark Office on or about April 2000 (the "Original Agreement");

WHEREAS, the Existing Liens were granted to secure, among other things, various debt obligations of iOwn to Creditor and the other Noteholders (collectively, the "iOwn Promissory Notes");

WHEREAS, concurrently herewith, EMI is assuming, pursuant to the Assumption Agreement, the debt obligations of iOwn to Creditor and the other Noteholders under the iOwn Promissory Notes;

WHEREAS, the parties hereto desire hereto to enter into this Amendment in order to reaffirm the Existing Liens and to confirm that such Existing Liens shall continue to secure the debt previously evidenced by the iOwn Promissory Notes and now evidenced by the "EMI Notes" (as defined in the Assumption Agreement) and also to secure the "EPASS Cash Consideration" (as defined in the Assumption Agreement) with all of the Trademark Collateral; and

WHEREAS, the parties hereto desire to amend the documents governing the Existing Liens evidenced by the Original Agreement to, among other things, remove iOwn as a "Grantor" and to clarify that the "Secured Obligations" (as defined below) include the EMI Notes and EPASS Cash Consideration;

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Assumption Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and other agreements hereinafter contained, Grantor hereby agrees with Creditor as follows:

1. Grant of Security Interest. Grantor hereby reaffirms its prior grant to Creditor of a lien on all of its assets and hereby reaffirms and regrants to Creditor a continuing security interest in all of the "Trademark Collateral" (as defined in the Original Agreement).

2. Security for Obligations. This Amendment secures, and the Trademark Collateral is collateral security for, the prompt payment or performance in full when due, whether at stated maturity, by acceleration or otherwise (including the payment of amounts which would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. 362(a)), of all obligations now or hereafter arising under (a) each EMI Note and any renewals or extensions thereof or amendments thereto; (b) the EPASS Cash Consideration; (c) that certain Amended and Restated Security Agreement, of even date herewith, between Grantor and Creditor (the "Genesis Security Agreement"); and (d) this Amendment, whether for principal or interest (including, without limitation, interest which, but for the filing of a petition in bankruptcy would accrue on such obligations) or payments of fees, expenses or otherwise, and all obligations of Grantor now or hereinafter arising under this Agreement (all of such obligations being the "Secured Obligations"). Secured Obligations shall also include payment and reimbursement of all sums and expenses, including, without limitation attorneys' fees, court costs and collection, legal and receivers' expenses, advanced or incurred by Creditor in connection with the protection of the security interests herein granted and reaffirmed, the preservation or disposition of the Trademark Collateral, or any part thereof, or the enforcement by Creditor of any of the foregoing obligations to Creditor.

3. Use of Terms. All references in the Original Agreement to the "Obligations", the "Notes" and/or the "Security Agreements" shall henceforth mean and refer, individually and collectively, to the Secured Obligations as defined in Section 2 of this Amendment. Furthermore, any reference to the "termination" of any of the "Obligations", "Notes" or Secured Agreements shall henceforth mean and refer to indefeasible payment and performance in full in cash of the Secured Obligations.

4. Additions. The Original Agreement is hereby further amended as follows:

(a) iOwn is hereby removed as a party completely and shall no longer be or be deemed to be part of "Grantor". Any liens of Creditor solely against assets of iOwn pursuant to the Original Agreement are hereby released.

(b) All references in the Original Agreement to an “Event of Default” shall henceforth mean and refer to an “Event of Default” as defined in the Genesis Security Agreement.

(c) All references in the Original Agreement to “Termination Date” shall henceforth mean and refer to indefeasible payment and performance in full and cash of all of the Secured Obligations.

(d) Paragraph 8 of the Original Agreement is hereby amended in full to read as follows:

“Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuation of any “Event of Default” (as defined in the Genesis Security Agreement), Creditor may exercise any of the rights and remedies provided in any document evidencing or securing any Secured Obligation. Without limiting the generality of the foregoing, Grantor acknowledges and agrees that (a) the Trademarks Licenses comprise a portion of the “Collateral” (as defined in the Genesis Security Agreement), Grantor shall have the right to exercise his rights in connection with the Secured Obligations to the maximum extent as with respect to all other items of Collateral, and (b) upon the occurrence of an Event of Default, Creditor or its nominee may use the Trademark Licenses in connection with Grantor’s business.”

(e) Paragraph 14 of the Original Agreement is hereby amended to provide that notices or other communications shall be given in the manner and to the addresses set forth in the Assumption Agreement.

5. Schedule. **Schedule 1** hereto lists the applicable trademarks covered by the Original Agreement and by this Amendment; provided, however, that Grantor shall execute such other and further documents and instruments as Creditor may reasonably request in order to establish and maintain a first priority perfected security interest in all Trademark Collateral.

6. Grantor’s Duty. Nothing in the Original Agreement or in this Amendment shall be deemed to constitute an assumption by Creditor of any liability or obligation of Grantor with respect to any of the Trademark Collateral. Grantor shall remain liable under the contracts and agreements included in the Trademark Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if the Original Agreement and this Amendment had not been executed.

7. Applicable Law. The Original Agreement and this Amendment shall be governed by, and construed in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Trademark Security Agreement as of the date first above written.

GRANTOR

GENESIS 2000 HOLDINGS, INC., a
Delaware corporation, as successor by merger
to Genesis 2000, Inc., a California corporation

By Arthur D. Rignall
Its CEO

CREDITOR

Kamyar Tafreshi
Kamyar Tafreshi

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

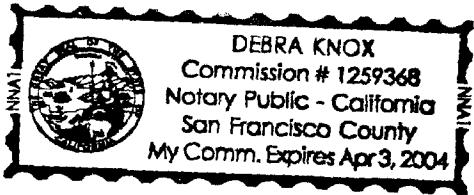
State of California

County of San Francisco } ss.

On 9/28/00, before me, Ramyar Nassir Tafreshi
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Debra Knox, Notary Public
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Debra Knox
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

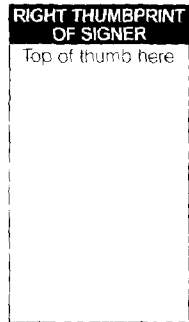
Title or Type of Document: Security Agreement

Document Date: 9/29/00 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____
Individual
Corporate Officer — Title(s): _____
Partner — Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco } ss.

On 9/28/00, before me, Debra Knox, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Arthur Ringwald
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Debra Knox
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Security Agreement

Document Date: 9/28/00 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

