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U.S. Patent & TMO/TM Mail Rpt. Dt. #40

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- ☐ Other
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Trademark Application Number(s) or Registration Number(s)

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Trademark Application Number(s)

Registration Number(s)

Number of Properties

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Method of Payment:

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Deposit Account ☐

Deposit Account

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Authorization to charge additional fees:

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No ☐

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Christine E Wilson

Ted H. Sien

Name of Person Signing

Christine E Wilson
Ted H. Sien

Signature

September 7, 2000

Date Signed

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of July 24, 2000, is made by FoodMarketplace.com, Inc., a California corporation ("FoodMarketplace") in favor of Hewlett-Packard Company, a Delaware corporation ("HP").

RECITALS

A. Pursuant to that certain Convertible Secured U.S. \$5,625,000 Promissory Note of even date herewith by and among FoodMarketplace and HP (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note"), HP has agreed to extend certain financial accommodations to or for the direct or indirect benefit of FoodMarketplace.

B. Pursuant to the Note and related agreements, FoodMarketplace is required to execute and deliver to HP, for the benefit of HP, this Patent, Trademark and Copyright Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FoodMarketplace and HP hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Note shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the UCC to the extent the same are used or defined therein.
2. Grant of Security Interest in Intellectual Property Collateral. FoodMarketplace hereby grants to HP, for the benefit of HP, a continuing first priority security interest upon all of FoodMarketplace's right, title and interest in, to and under the property described in Schedule I, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral");
3. Incorporation of Note Security Provision. The security interest granted pursuant to this Agreement is granted in conjunction with the liens granted to HP, for the benefit

of HP, pursuant to the Note. FoodMarketplace hereby acknowledges and affirms that the rights and remedies of HP with respect to the liens granted under this Agreement are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

FOODMARKETPLACE.COM, INC.

By: [Signature]
Name: Gregory Hebert
Title: Chief Security Officer

HEWLETT-PACKARD COMPANY

By: [Signature]
Name: Craig A. White
Title: Vice President

SCHEDULE I
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

INTELLECTUAL PROPERTY COLLATERAL

All right, title and interest of FoodMarketplace.com, Inc ("FoodMarketplace") now owned or hereafter acquired in and to the following (collectively, the "Collateral"):

- (1) All patentable inventions, patent rights, shop rights, letters of patent of the United States or any other country, and all registrations and recordings thereof, including all patent registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, including those set forth on Schedule II hereto (collectively, the "Patents");
- (2) All copyrights, including all original works of authorship fixed in any tangible medium of expression, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or political subdivision thereof, including those set forth on Schedule II hereto (collectively, the "Copyrights");
- (3) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, including all applications, registrations, and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, including those set forth on Schedule II hereto (collectively, the "Trademarks");
- (4) All rights of FoodMarketplace under any written agreement with respect to the use of any Patents, Copyright, Trademark, trade secrets, or proprietary or confidential information, including rights of a licensee or licensor with respect thereto;
- (5) All goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, operating and training manuals and customer lists with respect to any Patents, Copyrights, and Trademarks;

- (6) All general intangibles, including domain names listed on Schedule II; and
- (7) All products and proceeds of the foregoing.

SCHEDULE II
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

(Part A)
Patents
(including Patent Applications)

PATENTS	JURISDICTION	REGISTRATION DATE	REGISTRATION NUMBER
None			

(Part B)
COPYRIGHTS
(including Copyright Applications)

COPYRIGHTS	JURISDICTION	REGISTRATION DATE	REGISTRATION NUMBER
None			

(Part C)
TRADEMARKS AND SERVICE MARKS
(including Trademark and Service Mark Applications)

Service Marks	Jurisdiction	Application or Registration Date	Application or Registration Number
APPARELMARKETPLACE.COM	United States	07/19/99	75/753,339
CYBERSURPLUS	United States	07/19/99	75/753,337
FOODMARKETPLACE.COM	United States	07/19/99	75/753,340
SURPLUSFOOD.COM	United States	07/19/99	75/753,338

(Part D)
DOMAIN NAME SUMMARY

FoodSample.com
FoodSamples.com
FoodMarketplace.com
FSCity.com
FoodServiceCity.com
SampleFood.com
SampleFoods.com
FoodMarketplaceuk.com
FoodMarketplacesuk.com
SampleTrac.com
SampleTracking.com
SurplusFoods.com
FoodSample.net
FoodSamples.net
SampleFood.net
SampleFoods.net
FoodMarketplaceuk.net
FoodMarketplacesuk.net
SampleTrac.net
SampleTracking.net
SurplusFoods.net
FoodBrokerage.com
FoodShowroom.com

**PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**

Dated: July 24, 2000

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FoodMarketplace IP Security Agreement

RECORDED: 09/11/2000

**TRADEMARK
REEL: 002163 FRAME: 0478**