

11-12-00

11-17-2000

FORM PTO-1594
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101519244

To the Honorable Commission,

ed original documents or copy thereof.

<p>1. Name of conveying party(ies): IREADY CORPORATION</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: CALIFORNIA Other:</p> <p>Additional name(s) of conveying party(ies) attached? [] Yes [X] No</p> <p>3. Nature of Conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other</p> <p>Execution Date: October 6, 2000</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: SAND HILL CAPITAL II, L.P. Address: 3000 SAND HILL ROAD, BLDG. 2, SUITE 110 City: MENLO PARK State: CA Zip: 94025</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: DELAWARE Corporation - State: Other:</p> <p>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 [X] No</p>
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4. Application number(s) or trademark number(s):	
<p>A. Trademark Application No.(s)</p> <p>76/072,124 75/927,807 75/903,085 75/336,092</p>	<p>B. Trademark Registration No.(s)</p> <p>2,181,216 2,141,324</p>
Additional numbers attached? [] Yes [X] No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Erin O'Brien Internal Address: GRAY CARY WARE & FREIDENRICH 400 Hamilton Avenue Palo Alto, California 94301</p>	<p>6 Total number of applications and registrations involved: 6</p> <hr/> <p>7. Total fee (37 CFR 3.41) \$165.00 [] Enclosed [X] Authorized to be charged to deposit account</p> <hr/> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
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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	<i>Erin O'Brien</i>	November 16, 2000
Name of Person Signing	Signature	Date

Total number of pages comprising cover sheet: [6]

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

11/17/2000 DNGUYEN 00000206 76072124

01 FC:481 40.00 OP
02 FC:482 125.00 OP

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1191271-907600

TRADEMARK
REEL: 002176 FRAME: 0343

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 6, 2000 by and between SAND HILL CAPITAL II, LP ("Sand Hill") and IREADY CORPORATION, a California corporation ("Borrower"), with reference to the following facts:

RECITALS

Sand Hill and Borrower are parties to that certain loan agreement of even date (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Sand Hill a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure performance of its "Obligations" as defined in the Loan Agreement, Borrower grants to Sand Hill a security interest in all of Borrower's right, title and interest in Borrower's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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).

Borrower represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Borrower or licensed to Borrower, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Borrower or licensed to Borrower, and (iii) listed on Schedule C are all of Borrower's software, computer programs and other works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to Borrower on a non-exclusive basis), including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Borrower. Borrower shall, within 30 days after the date hereof, register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Schedules A, B and C hereto. Borrower shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional patents, trademarks, software, computer programs and other works of authorship developed or acquired by Borrower from time to time hereafter (including without limitation revisions or additions to the intellectual property rights listed on such Schedules A, B and C). Borrower shall from time to time, execute and file such other instruments, and take such further actions as Sand Hill may reasonably request from time to time to perfect or continue the perfection of Sand Hill's interest in the intellectual property.

This security interest is granted in conjunction with the security interest granted to Sand Hill under the Loan Agreement. Each right, power and remedy of Sand Hill provided for herein shall not preclude the simultaneous or later exercise by Sand Hill of any or all other rights, powers or remedies.

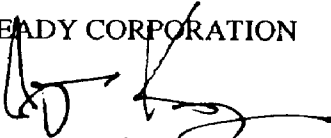
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

2903 Bunker Hill Lane
Santa Clara, CA 95054

Attn: _____

IREADY CORPORATION

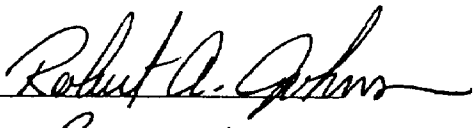
By 
By Ryo Koyama

Title president / CEO

Address of Sand Hill:

3000 Sand Hill Road, Building 2 Suite 110
Menlo Park, CA 94025

SAND HILL CAPITAL II, LP

By 
By Robert A. Johnson

Title PRINCIPAL

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
iReady Network	76/072,124	06/16/00
Subconscious Computing	75/927,807	02/25/00
iReady.net	75/903,085	01/26/00
Subconscious Computing	75/336,092	08/05/97
Internet Tuner	2,181,216	08/11/98
iReady	2,141,324	03/03/98

SCHEDULE B

Patents

<u>Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
Multiple network protocol encoder/decoder and data processor	6,034,963	03/07/00

SCHEDULE C

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None