

11-17-2000



FORM PTO-159
(Rev 5-93)

1021-00

101519357

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

<p>1. Name of conveying party(ies): STOCKBACK HOLDINGS, INC.</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: DELAWARE 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 13, 2000</p>	<p>2. Name and address of receiving party(ies): Name: IMPERIAL BANK Address: 226 AIRPORT PARKWAY City: SAN JOSE State: CA Zip: 95110</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other: a California chartered bank</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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<p>4. Application number(s) or trademark number(s):</p> <p>A. Trademark Application No.(s)</p> <table border="0"> <tr><td>76/039,225</td><td>76/058,477</td><td>76/061,748</td></tr> <tr><td>75/061,749</td><td>76/061,900</td><td>76/066,577</td></tr> <tr><td>76/096,015</td><td>75/800,820</td><td>75/800,821</td></tr> </table>	76/039,225	76/058,477	76/061,748	75/061,749	76/061,900	76/066,577	76/096,015	75/800,820	75/800,821	<p>B. Trademark Registration No.(s)</p>
76/039,225	76/058,477	76/061,748								
75/061,749	76/061,900	76/066,577								
76/096,015	75/800,820	75/800,821								
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: 9</p> <hr/> <p>7. Total fee (37 CFR 3.41) \$240.00 [x] Enclosed [] 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		October 26, 2000
Name of Person Signing	Signature	Date

Total number of pages comprising cover sheet: [7]

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 22202

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 13, 2000 by and between IMPERIAL BANK ("Bank") and STOCKBACK HOLDINGS, 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). 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.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under all other agreements now existing or hereafter arising between Grantor and Bank, 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.

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.

This Agreement shall terminate and cease to be of any force and effect and Bank's Lien on the Intellectual Property Collateral shall terminate upon (i) the repayment and satisfaction of all Obligations under the Loan Agreement, and (ii) the termination of Bank's obligation to make Credit Extensions under the Loan Agreement.

Upon the termination of Bank's Lien on the Intellectual Property Collateral, Bank agrees to make all requisite release filings and execute all requisite release documents to evidence the termination of such Lien, including without limitation, any filings with the U.S. Patent and Trademark Office or the U.S. Copyright Office.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

STOCKBACK HOLDINGS, INC.

Address of Grantor:

11 Broadway
New York, NY 10004

Attn: Chief Executive Officer

By: Brett J. Janssen
Title: GENERAL COUNSEL

BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

By: _____
Title: _____

Upon the termination of Bank's Lien on the Intellectual Property Collateral, Bank agrees to make all requisite release filings and execute all requisite release documents to evidence the termination of such Lien, including without limitation, any filings with the U.S. Patent and Trademark Office or the U.S. Copyright Office.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

STOCKBACK HOLDINGS, INC.

Address of Grantor:

11 Broadway
New York, NY 10004

Attn: Chief Executive Officer

By: _____

Title: _____

BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

By: William Sweeney

Title: Senior Vice Presidents.

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
CUSTOMER LOYALTY INVESTMENT PROGRAM SYSTEM AND METHOD	09/400,417	Provisional Application May 21, 1999; Final Application; September 21, 1999

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CONSUMER STOCK OWNERSHIP	76/039,225	June 2, 2000
STOCKBACK TICKER	76/058,477	May 30, 2000
EARN STOCK WHEN YOU SHOP	76/061,748	June 2, 2000
EARN STOCKBACK WHEN YOU SHOP	76/061,749	June 2, 2000
EARN STOCK WHEN YOU TRAVEL	76/061,900	June 2, 2000
STOCKBACK INDEX	76/066,577	May 30, 2000
STOCKBACK CAPITAL	76/096,015	July 25, 2000
STOCKBACK	75/800,820	September 15, 1999
STOCKBACK.COM	75/800,821	September 15, 1999