

11-28-2000



101529222

11-27-00

### 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 # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  Change of Name

Other \_\_\_\_\_

Effective Date  
Month Day Year  
\_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name EC Direct Corporation (now known as Vitessa Corporation)

Execution Date  
Month Day Year  
07072000

Formerly \_\_\_\_\_

75731465

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Washington

#### Receiving Party

Mark if additional names of receiving parties attached

Name Sand Hill Capital II, LP

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 3000 Sand Hill Road

Address (line 2) Building 2, Suite 110

Address (line 3) Menlo Park

California

94025

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

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.)

Citizenship/State of Incorporation/Organization Delaware

11/28/2000 DNGUYEN 00000037 75731465

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
75.00 DP

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:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 002182 FRAME: 0123

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name  Attn:

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**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)**

<input type="text" value="75731465"/>	<input type="text" value="75731468"/>	<input type="text" value="75817525"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75817149"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.



Name of Person Signing

Signature

Date Signed

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 7, 2000 by and between SAND HILL CAPITAL II, LP ("Sand Hill") and EC Direct Corporation (now known as Vitessa Corporation), a Washington corporation ("Borrower"), with reference to the following facts:

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. Sand Hill and Borrower have previously entered into an Intellectual Property Security Agreement of the same form and substance as this Agreement (the "Existing Agreement"), except that Borrower was referred to therein only as "Vitessa Corporation". However, since some of Borrower's intellectual property is registered under Borrower's former name "EC Direct Corporation," this version is also being entered into.

NOW, THEREFORE, Borrower agrees as follows:

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).

Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all of Grantor's software, computer programs and other works of authorship (but only to the extent that such other works of authorship are part of any of Grantor's products or services, are used by Grantor in providing any of such products or services, or are otherwise used in Grantor's business) subject to United States copyright protection, 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 Grantor. Grantor 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. Grantor 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 intellectual property rights developed or acquired by Grantor from time to time hereafter, in connection with any product, prior to the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Schedules A, B and C). Grantor 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:

83 South King Street  
Suite 800  
Seattle, WA 98104  
Attn: Andy Savin

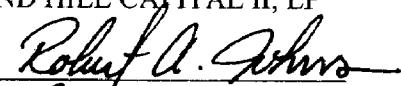
EC DIRECT CORPORATION (now known as  
VITESSA CORPORATION)

By   
Title Sec-U.P.

Address of Sand Hill:

3000 Sand Hill Road  
Building 2, Suite 110  
Menlo Park, CA 94025  
Attn: Robert Johnson

SAND HILL CAPITAL II, LP

By   
Title PRINCIPAL

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Comment</u>
Econductor	75 731,465	6/17/99	
TSM	75 791,570	9/3/99	
IPC	75 792,150	9/3/99	ABANDONED (IN FAVOR OF VIPC)
Turning Content Into Commerce			NOT FILED
Speed Shop	75 731,468	6/17/99	
Merchant Exchange	75 925, 887	2/23/00	
Virtual Consignment			NOT FILED
Vitessa	75 817,525	10/6/99	
Vitessa Merchant Exchange			NOT FILED, THOUGH COMPONENT PARTS HAVE BEEN FILED
VMX			NOT FILED
VMX Logo			NOT FILED
VIPC	75 938,845	3/8/00	
BUTTONDOWN	75 817,149	10/06/99	

SCHEDULE B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IPC-Encoded offer object providing distributed points of sale	09/236,216	January 25, 1999

SCHEDULE C

Copyrights

Registered with U.S. Copyright Office or for which application has been made.

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

Software which has not been registered with U.S. Copyright Office and for which no application has been made.

Description

1. Eiconductor product and documentation
2. Vitessa Merchant Exchange product and documentation