

12-04-2000



Attorney Docket No. 017887-008600US

FORM PTO-1594  
1-31-92

101536298

TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patents and Trademark Office

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

1. Name of conveying party(ies):

Spinway, Inc.  
830 Stewart Drive  
Sunnyvale, CA 94086

11-13-00

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation  
☐ Other

Additional name(s) of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other:

Execution Date: October 17, 2000

2. Name and address of receiving party(ies)

Name: Yahoo! Inc.

Internal Address:

Street Address: 3420 Central Expressway

City: Santa Clara State: CA ZIP: 95051

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation

☐ Other  
If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designation must be a separate document from Assignment)

Additional names and addresses attached? ☐ Yes ☒ No

4. Application Number(s) or Registration Number(s).

A. U.S. Trademark/Service Mark Application Ser. No. S/R 75,759,892

B. Trademark Registration No(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Daniel D. Tagliaferri  
TOWNSEND AND TOWNSEND AND CREW LLP  
Two Embarcadero Center, 8<sup>th</sup> Floor  
San Francisco, California 94111-3834  
(415) 576-0200

6. Total number of applications and registrations involved 1

7. Total fee (37 CFR 3.41): \$40.00

☐ Enclosed ☒ Charge Fees to Deposit Account

☒ Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing is true and correct, and any attached copy is a true copy of the original document.

Daniel D. Tagliaferri  
Name of Person Signing  
Atty Reg. No. 43,178

Signature

November 10, 2000  
Date

Total number of pages including cover sheet, attachments and document: 6

10. Change Correspondence Address to that of Part 5? ☐ Yes ☒ No

Mail documents to be recorded with required cover to:

Do not detach this portion

Asst. Commissioner for Trademarks  
Box Assignments  
Washington, D.C. 20231

# **COLLATERAL GRANT OF SECURITY INTEREST OF**

## **PATENTS AND TRADEMARKS**

This Collateral Grant of Security Interest of Patents and Trademarks (this "Agreement") is made on this 17th day of October, 2000, by and between Spinway, Inc. (the "Debtor") and Yahoo! Inc. (the "Secured Party").

### **RECITALS**

This Agreement is issued pursuant to that certain Loan Agreement (the "Loan Agreement"), that certain Secured Promissory Note (the "Note") and that certain Security Agreement (the "Security Agreement"), each as between the Debtor and Secured Party and each dated as of the date hereof. This Agreement is subject to the terms and conditions contained in the Loan Agreement, the Note and the Security Agreement as well as the following terms and conditions. By this Agreement, the parties intend that the Debtor's obligations to repay the Note be secured by any and all patent and trademark rights Debtor may have as set forth herein.

### **AGREEMENT**

In consideration of the purchase of the Note by the Debtor and for other good and valuable consideration, the Debtor hereby agrees with the Secured Party as follows:

1. **Grant of Security Interest of Patents.** To secure the full, complete and timely payment and satisfaction of Debtor's obligations and liabilities to the Secured Party under the Note (including, without limitation, Debtor's obligation to timely pay the principal amount of, and interest on, the Note) (the "Obligations"), Debtor hereby grants to the Secured Party, to the extent permitted by law, a first and prior security interest in and to (a) all worldwide patents, patent applications and patent rights (including without limitation, the inventions and improvements described and claimed therein), specifically including without limitation those patents and patent applications listed on Schedule A attached hereto (as the same may be amended to include any patents hereafter acquired and patent applications hereafter filed), and the reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part hereof (the foregoing collectively referred to as the "Patents"), (b) the trademarks, trademark applications, and trademark registrations, if any, belonging to Debtor worldwide, together with the goodwill associated therewith and the entirety of Debtor's business related thereto, including, but not limited to, those listed on Schedule B attached hereto (as the same may be amended to include any United States and foreign trademarks now existing or hereafter acquired and trademark applications hereafter filed), and all registrations and renewals thereof, (the foregoing collectively referred to as the "Trademarks"), and (c) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Patents and Trademarks, including, without limitation, damages and payments for past or future infringements, misappropriation, or breach thereof, the right to sue for past, present and future infringements, misappropriation, or breach thereof, and all rights corresponding thereto through the world.

2. **Authorization.** Debtor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. **Covenant and Warranty of Title.** Debtor covenants and warrants that it is now the sole owner, free from the obligations of any license or encumbrance whatsoever except for non-exclusive licenses granted by Debtor to third parties in the ordinary and normal course of business as now conducted, of all the patents and applications for Patents and Trademarks and applications for Trademarks assigned hereunder

4. **Restrictions on Future Assignment.** Until the Obligations under the Security Agreement and the Note are fully satisfied, Debtor hereby agrees not to sell or assign or grant a security interest in, the Patents or Trademarks, and Debtor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Secured Party under this Agreement; provided, however, that Debtor may grant non-exclusive licenses to third parties in the ordinary and normal course of business as now conducted.

5. **Secured Party's Right to Sue.** From and after the occurrence and continuance of an Event of Default (as defined in the Security Agreement), Secured Party shall have the right but shall in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks, and, if Secured Party shall commence any such suit, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute and deliver any and all proper documents or information that may be necessary or desirable to aid Secured Party in such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses, including reasonable attorney's fees, incurred by Secured Party in the exercise of the foregoing rights.

6. **No Waiver; Cumulative Remedies.** The Secured Party shall not by any act (except by a written instrument pursuant to Section 9 below), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default under the Notes or in any breach of any of the terms and conditions of this Agreement. No failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Secured Party of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have on any subsequent occasion. The rights and remedies provided in this Agreement are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

7. **Termination.** This Agreement is made for purposes of securing the Obligations and upon full and complete compliance with the terms and conditions of the Note and satisfaction of all Obligations thereunder, this Agreement shall terminate and Secured Party shall execute and deliver to Debtor all agreements, assignments or instruments as may be necessary or proper to terminate Secured Party's security interest in the Patents and Trademarks, subject to any disposition thereof which may have been made by Secured Party pursuant hereto to pursuant to this Agreement or the Security Agreement.

8. **Notices.** All notices called for by this agreement will be deemed to have been given immediately if made by telecopy or electronic mail (confirmed by concurrent written notice sent first class U.S. mail, postage prepaid), if to Yahoo! Inc. at 3420 Central Expressway, 2<sup>nd</sup> Floor, Santa Clara, CA 95051. Fax: (408) 731-3301 Attention: Chief Sales and Marketing Officer (e-mail: singh@yahoo-inc.com), with a copy to its General Counsel (e-mail:

jplace@yahoo-inc.com), and if to Spinway, Inc. to at 925 Commercial Street, Palo Alto, CA 94303 Attention: Vice President, Finance (e-mail: jimc@corp.spinway.com), with a copy to Cooley Godward in Palo Alto, California, or to such other addresses as either party will specify to the other. Notice by any other means will be deemed made when actually received by the party to which notice is provided.

9. **General Provisions.** This Agreement shall be governed by the laws of the State of California, without reference to conflicts of laws principles. The prevailing party in any litigation, arbitration or other proceeding relating to or arising from this Agreement shall be entitled to its reasonable attorney's fees and expenses and court costs in investigating, prosecuting or defending such action or proceeding (including upon appeal), in addition to any other relief which may be awarded. In the event that any provision, or any portion thereof, of this Agreement is determined by competent judicial, legislative or administrative authority to be prohibited by law, then such provision or part thereof shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Agreement. This Agreement shall be binding upon the parties hereto and upon their respective administrators, executors, legal representatives, successors and permitted assigns, which will include (without limitation) any successor to all or substantially all of the Secured Party's assets or any acquirer of a majority of the voting power of the Secured Party's capital stock. The Debtor may not assign its obligations under this Agreement, by operation of law or otherwise, either in whole or in part, without the prior written consent of the Secured Party. This Agreement, including all exhibits hereto, constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any prior or contemporaneous agreements or understandings, written or oral, concerning such subject matter. This Agreement may be amended only by a writing duly executed by both parties and any amendment shall be effective on the parties and their successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and which together shall constitute one instrument. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

[Signature Page Follows]

The parties have executed this Collateral Grant of Security Interest of Patents and Trademarks as of the date first written above.

**DEBTOR:**

**SPINWAY, INC.**

By: 

Name: Jim Collins

(print)

Title: VP FINANCE

Address: 830 Stewart Drive  
Sunnyvale, CA 94086

Fax: (650) 292-1634

**SECURED PARTY:**

**YAHOO! INC.**

By: 

Name: Jeff Mallett

(print)

Title: President & Coo

Address: 3420 Central Expressway  
Santa Clara, CA 95051

Fax: (408) 731-3510

**SIGNATURE PAGE TO COLLATERAL GRANT OF  
SECURITY INTEREST OF PATENTS AND TRADEMARKS**

**EXHIBIT A TO COLLATERAL GRANT OF SECURITY INTEREST**  
**OF PATENTS AND TRADEMARKS**

**LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS**

**Spinway Trademarks, and Pending U.S. Applications:**

1. U.S. Trademark/Service Mark application Ser. No. S/R 75,759,892 for "Spinway.com"
2. Amendment to above application to delete "com" designation from the mark.
3. Anticipated applications to register the marks "It's How to Advertise on the Internet"
4. SPINWAY
5. Spinway's SWOOSH LOGO