

12-12-2000



To the Honorable

101547350

and the attached original documents or copy thereof.

11-16-00

1. Name of conveying party(ies):
 BIZLAND, INC.

Individual(s) citizenship:
 Association:
 General Partnership:
 Limited Partnership:
 Corporation - State: DELAWARE
 Other:

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of Conveyance:
 [] Assignment [] Merger
 [X] Security Agreement [] Change of Name
 [] Other

Execution Date: October 25, 2000

2. Name and address of receiving party(ies):
 Name: SAND HILL CAPITAL II, L.P.
 Address: 3000 SAND HILL ROAD, BLDG. 2, SUITE 110
 City: MENLO PARK State: CA Zip: 94025

Individual(s) citizenship:
 Association:
 General Partnership:
 Limited Partnership: DELAWARE
 Corporation - State:
 Other:

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

4. Application number(s) or trademark number(s):
 A. Trademark Application No.(s)
 76/119,844 75/924,671 75/924,650
 75/722,683

Additional numbers attached? [] Yes [X] No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Erin O'Brien
 Internal Address: GRAY CARY WARE & FREIDENRICH
 400 Hamilton Avenue
 Palo Alto, California 94301

6 Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$115.00
 [] Enclosed
 [X] Authorized to be charged to deposit account

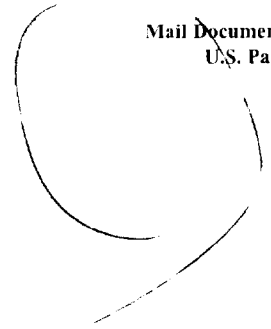
8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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

Erin O'Brien *Erin O'Brien* November 15, 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
 1215 Jefferson Davis Highway, 3rd Floor
 Arlington, VA

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 25, 2000 by and between SAND HILL CAPITAL II, L.P. ("Sand Hill") and BIZLAND, INC., a Delaware 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 material 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 15 days after the date hereof, apply to register (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:

70 Blanchard Road, 3rd Floor
Burlington, MA 01803

Attn: STEVE SYDNESS

BIZLAND, INC.

By 

Title CEO

Address of Sand Hill:

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

SAND HILL CAPITAL II, LP

By 

Title Sr. Postelweger

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Sitedelux	76/119,844	08/30/00
Bizbucks	75/924,671	02/22/00
Sitesucker	75/924,650	02/22/00
Bizland		
US	75/722,683	06/07/99
European Union		05/00
Japan	54849/2000	05/19/00
India	pending	
China	pending	
Australia	835775	05/18/00
Canada	1,059,656	05/18/00
Turkey	2000/012995	06/28/00

SCHEDULE B

Patents

None.

SCHEDULE C

Copyrights

1. Borrower authored software necessary to implement the heterogeneous integration platform, a hardware platform that is custom built to separately, redundantly and platform independently maintain a variety of hosted applications. This would include tools either built or hosted inside the Borrower technology infrastructure. The core of the heterogeneous integration platform is the arrowpoint fork with custom rulesets that quickly decide what piece to the infrastructure to redirect traffic to.
2. Borrower authored software known as Foundation products (Generation I), including a database layer, stylesheet layer and LDAP layer, and a packet management system that work coherently to provide a single sign on and single signup mechanism to a variety of tools that are either built, hosted or co-hosted by Borrower or any of Borrower affiliates. The foundation products are the glue that hold all the ASP applications together and allow us to scale to the massive amounts of traffic that we generate. The foundation products also allow various points of integration where entry points to applications can plug into the foundation. There are numerous APIs that allow for vendors of products to connect to the Borrower core to be able to seamlessly integrate their products into our look and feel.
3. Borrower authored software related to the Integrated ASP dashboard (first revision) is the result of the foundation products and the applications that work on top of the foundation. This is the one unified place where small businesses can have a "view" or "snapshot" of their business in real time. The data and application level integration of the foundation allow Borrower to use push technology to push application changes to the dashboard.
4. Borrower authored software for a Secure PERL environment for CGI hosting, a modified secure version of the PERL scripting language which has hooks to determine if programs that customers host have any security issues and will circumvent any calls made to the system that could potentially be detrimental.
5. Borrower authored Proprietary library layer to connect the Web Layer to the Application Layer. Proprietary calls and sequences of calls to the operating system, networking layer, library layer and device driver layer is embedded inside the library layer. The library layer allows Borrower to develop applications and integrate applications without having to redo work and it also makes Borrower software independent at the application level