

01-02-2001

7.2.0



FORM PTO-1594  
(Rev 5-93)

101568451

T

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): ECASH TECHNOLOGIES, 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 10, 2000</p>	<p>2. Name and address of receiving party(ies): Name: IMPERIAL BANK Address: 5330 CARILLON POINT City: KIRKLAND State: WA Zip: 98033</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) &amp; address(es) attached? [ ] Yes [x] No</p>
<p>4. Application number(s) or trademark number(s): A. Trademark Application No.(s) See attached sheets</p>	<p>B. Trademark Registration No.(s) See attached sheets</p> <p style="text-align: right; font-size: 2em;">758 95751</p> <p>Additional numbers attached? [ X ] Yes [ ] No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Erin O'Brien Internal Address: GRAY CARY WARE &amp; FREIDENRICH 400 Hamilton Avenue Palo Alto, California 94301</p>	<p>6 Total number of applications and registrations involved: 47</p> <p>7. Total fee (37 CFR 3.41) . . . . . \$ 1,190.00 [X] Enclosed [ ] Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>

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  
Name of Person Signing

*Erin O'Brien*  
Signature

December 29, 2000  
Date

Total number of pages comprising cover sheet: [ 8 ]

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

01/02/2001 DNGUYEN 00000381 75895751

01 FC:481  
02 FC:482

40.00 OP  
1150.00 OP

PA\10105105.1  
1090371-951200

TRADEMARK  
REEL: 002203 FRAME: 0910

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Ecash & design	75/895,751	
Ecash	74/605,417	
Ecash	2,271,287	
Cyber-Bucks	74/623,986	
Cyber-Cash	2,183,077	
Cyber Dollar	75/061,132	
Cyber Dollar	75/061,243	
Cyber Pay	2,036,405	
Cyber Pay	2,036,406	
Cyber\$	2,117,355	
Cyber\$	2,376,338	
Cyber\$	75/061,245	
Digibank	2,074,863	
Digibank	2,036,410	
Digibank	2,036,407	
Digicash	2,085,188	
Digicash	2,163,019	
Digicash	2,188,678	
Digicoïn	2,068,307	
Digicoïn	2,098,545	
Digicoïn	2,058,600	
Digi-dollar	2,203,439	
Digipay	2,036,409	
Digipay	2,098,541	

Gray Cary\PA\10081805.1  
1090371-900000

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Digipay	2,036,408	
Digi\$	75/061,129	
E-Coin	2,080,538	
E-Coin	2,009,491	
E-Dollar	2,291,817	
E-Dollar	2,291,818	
E-Dollar	2,339,451	
E\$	2,175,976	
E-Vote	2,206,304	
E-Vote	2,163,073	
Kidcash	2,206,333	
Kidcash	2,275,106	
Kidcash	2,117,383	
Net-Cash	2,050,173	
Net-Cash	2,224,854	
Net-Pay	2,050,190	
Net-Pay	2,078,302	
Net-Pay	2,034,817	
V-Cash	2,098,628	
V-Cash	2,117,259	
V-Coin	2,224,870	
V-Coin	2,117,258	
V-Money	2,241,419	

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 10, 2000 by and between IMPERIAL BANK ("Bank") and ECASH TECHNOLOGIES, 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.

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:

ECASH TECHNOLOGIES, INC.

Address of Grantor:

19015 N. Creek Parkway, Suite 105  
Bothell, WA 98011

Attn: Gary Christianson

By: 

Title: President

BANK:

IMPERIAL BANK

Address of Bank:

5330 Carillon Point  
Kirkland, WA 98033

Attn: J.P. Michael

By: 

Title: FVP & Manager

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Limited traceability systems	5,712,913	01/27/98
Limited traceability systems	5,878,140	03/02/99
Limited traceability systems	5,781,631	07/14/98
Private signature and proof systems	5,493,614	02/20/96
Compact endorsement signature systems	5,434,919	07/18/95
Designated-confirmer signature systems	5,373,558	12/13/94
Selected-exponent signature systems	4,996,711	02/16/91
Unpredictable blind signature systems	4,991,210	02/05/91
Optionally moderated transaction systems	5,131,039	07/14/92
Optionally-moderated transaction systems	5,276,736	01/04/94
One-show blind signature systems	4,914,698	04/03/90
One-show blind signature systems	4,987,593	01/22/91
Returned-value blind signature systems	4,949,380	08/14/90
Undeniable signature systems	4,947,430	11/23/87
Card-computer moderated systems	4,926,480	05/15/90
Blind unanticipated signature systems	4,759,064	07/19/88
Blind signature systems	4,759,063	07/19/88
Cryptographic identification, financial transaction, and credential device	4,529,870	07/16/85
Partitioned information storage systems with controlled retrieval	5,956,400	09/21/99
Multi-purpose transaction card system	08/909,480	08/11/97

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Ecash & design	75/895,751	
Ecash	74/605,417	
Ecash	2,271,287	
Cyber-Bucks	74/623,986	
Cyber-Cash	2,183,077	
Cyber Dollar	75/061,132	
Cyber Dollar	75/061,243	
Cyber Pay	2,036,405	
Cyber Pay	2,036,406	
Cyber\$	2,117,355	
Cyber\$	2,376,338	
Cyber\$	75/061,245	
Digibank	2,074,863	
Digibank	2,036,410	
Digibank	2,036,407	
Digicash	2,085,188	
Digicash	2,163,019	
Digicash	2,188,678	
Digicoïn	2,068,307	
Digicoïn	2,098,545	
Digicoïn	2,058,600	
Digi-dollar	2,203,439	
Digipay	2,036,409	
Digipay	2,098,541	

Gray Cary\PA\10081805.1  
1090371-900000



<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Digipay	2,036,408	
Digi\$	75/061,129	
E-Coin	2,080,538	
E-Coin	2,009,491	
E-Dollar	2,291,817	
E-Dollar	2,291,818	
E-Dollar	2,339,451	
E\$	2,175,976	
E-Vote	2,206,304	
E-Vote	2,163,073	
Kidcash	2,206,333	
Kidcash	2,275,106	
Kidcash	2,117,383	
Net-Cash	2,050,173	
Net-Cash	2,224,854	
Net-Pay	2,050,190	
Net-Pay	2,078,302	
Net-Pay	2,034,817	
V-Cash	2,098,628	
V-Cash	2,117,259	
V-Coin	2,224,870	
V-Coin	2,117,258	
V-Money	2,241,419	