

01-05-2001

FORM PTO-1594 R
(Rev. 6-93)



ET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents

101572620

original documents or copy thereof.

1-4-01

1. Name of conveying party(ies):
 ALERTS.com, Inc.
 3801 Lake Boone Trail, Ste 100
 Raleigh, NC 27607

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State North Carolina
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Intellectual Property Security Agreement

Execution Date: December 21, 2000

2. Name and address of receiving party(ies):
 Name: Imperial Bank
 Internal Address: _____
 Street Address: 4309 Emperor Blvd., Ste 100
 City: Durham State: NC ZIP 27703

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Bank

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 name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 75/890,937 76/067,965
 76/067,964 76/068,891

Additional numbers attached? Yes No

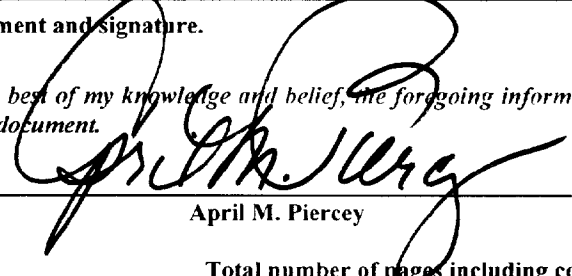
B. Trademark Registration No.(s)
 75890937

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Cooley Godward LLP
 Internal Address: Attn: April M. Piercy
 Street Address: 5 Palo Alto Square
 City: Palo Alto State: CA ZIP 94306

6. Total number of applications and registration involved: 4
 7. Total fee (37 CFR 3.41):.....\$ 115.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number: 03-3115
 (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.


 April M. Piercy
 Date: January 3, 2001

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

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

01/04/2001 DNGUYEN 00000110 75890937

01 FC:401
02 FC:482

40.00 CP
75.00 CP

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TRADEMARK
REEL: 002205 FRAME: 0907

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 21, 2000 by and between IMPERIAL BANK ("Bank") and ALERTS.COM, INC., a North Carolina 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.

B. 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.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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, or plans to register or file, an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor further represents and warrants that Exhibit A attached hereto sets forth a complete description of Grantor's Copyrights.

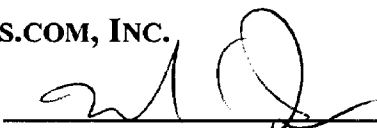
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3801 Lake Boone Trail, Suite 100
Raleigh, NC 27607
Attn: Michael C. Jones

ALERTS.COM, INC.

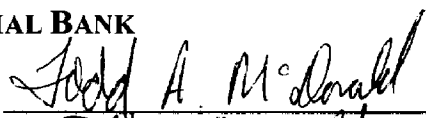
By: 
Name: Michael C. Jones
Title: President and Chief Executive Officer

BANK:

Address of Bank:

4309 Emperor Blvd., Suite 100
Durham, NC 27703
Attn: Chris Julich

IMPERIAL BANK

By: 
Name: Todd McDonald
Title: VP

226 Airport Parkway
San Jose, CA 95110
Attn: Corporate Banking Center

EXHIBIT A
COPYRIGHTS

Description

Borrower has common law copyrights in its Alerts computer software.

The Alerts system consists of four synchronized subsystems that enable detailed criteria specification and categorization, continual data retrieval and filtering, data analyzation for changes, and change notification to appropriate users. The Alert Subscription Manager provides the custom interface which site visitors subscribe to and manage their Alerts. Service subscription information is cataloged in a database. The Data Collection Agent, featuring Alerts.com NetQuery technology, continually gathers and records the up-to-the-minute Web content specified in Alert subscription requests. The Change Detection Manager compares the Alert subscription parameters with the latest monitored Web content. When the Alert criterion is met, the Dynamic Message Assembly Engine generates and delivers the Alert message.

EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
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None.

EXHIBIT C
TRADEMARKS

Description	Serial Number	Application Date
ALERTS.COM	75/890937	1/7/00
ERNIE	76/067964	6/12/00
ALERTS	76/067965	6/12/00
NETQUERY	76/068891	6/12/00