

MRD 13-1802

11/11

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

01-16-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101583284

**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
11/1/99

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
11/1/99

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ 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

FOR OFFICE USE ONLY

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. 20231

TRADEMARK

REEL: 002211 FRAME: 0488

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

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="75809546"/>	<input type="text" value="75810159"/>	<input type="text" value="75818298"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75818379"/>	<input type="text" value="75822480"/>	<input type="text" value="75822481"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75818376"/>	<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.

Elizabeth A. Sheets

Name of Person Signing

Signature

December 11, 2000

Date Signed



12-18-2000

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is dated as of November 1, 1999, and is entered into by and between ColorStamps, Inc., a California corporation ("Debtor"), in favor of Hewlett-Packard Company, a Delaware corporation ("Secured Party").

INTRODUCTION:

A. Debtor and Secured Party have entered into, inter alia, a Note Purchase Agreement, dated as of the date hereof (the "Note Purchase Agreement"), and, pursuant thereto, Debtor has issued in favor of Secured Party a Secured Convertible Promissory Note, dated the date hereof, in the principal amount of US\$2,500,000. convertible into shares of the Company's Common Stock (the "Convertible Note"); and

B. In order to induce Secured Party to enter into the Note Purchase Agreement and, pursuant thereto, to extend the credit evidenced by the Notes, Debtor has agreed to enter into this Security Agreement and to grant the security interest in the Collateral described below.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby agrees with Secured Party as follows:

1. **Definitions and Interpretation.** When used in this Security Agreement, the following terms shall have the following respective meanings: —

"Collateral" shall have the meaning given to that term in Section 2 hereof.

"Copyright Office" shall mean the United States Copyright Office or any successor office or agency thereto.

"Copyrights" shall have the meaning given to that term in Attachment 1 hereto.

"Event of Default" shall have the meaning given to that term in the Note.

"Intellectual Property Collateral" shall mean the Copyrights, Patents, and Trademarks.

"Note" shall mean with the Initial Note or the Convertible Note, whichever is then in effect; and "Notes" shall mean the Initial Note and the Convertible Note, collectively.

"Note Purchase Agreement" shall have the meaning given to that term in the Recitals to this Security Agreement.

"Obligations" shall mean and include all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Debtor to Secured Party of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the Transaction Documents, including, all interest, fees, charges, expenses, attorneys' fees and costs chargeable to and payable by Debtor hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C., Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

"Patent and Trademark Office" shall mean the United States Patent and Trademark Office or any successor office or agency thereto.

"Patent Applications" means and refers to all applications made by, or on behalf of, Debtor to the Patent and Trademark Office or to any similar office or agency of any foreign country or political subdivision thereof for the registration of Patents.

"Patent Registrations" means and refers to all Patents registered with the Patent and Trademark Office or with any similar office or agency of any foreign country or political subdivision thereof for the registration of Patents.

"Patents" shall have meaning given to that term in Attachment 1 hereto.

"Permitted Liens" means the following:

(i) any liens for taxes, fees, assessments, or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings;

(ii) liens (A) upon or in any equipment acquired or held by Debtor to secure the purchase price of such equipment or indebtedness incurred solely or the purpose of financing the acquisition of such equipment, or (B) existing on such equipment at the time of its acquisition, provided that the lien is confined solely to the property so acquired and improvements thereon, accessions thereto and the proceeds thereof;

(iii) liens on equipment leased by Debtor pursuant to a capital lease in the ordinary course of business (including proceeds thereof and accessions thereto) incurred solely for the purpose of financing the lease of such equipment;

(iv) liens in favor of customs and revenue authorities arising as a matter of law to secure payments of customs duties in connections with the importation of goods;

(v) workman's, mechanics or similar liens arising in the ordinary course of Debtor's business; and

(vi) liens granted to secure any Senior Indebtedness (as defined in the Note).

(vii) liens existing as of the date hereof disclosed in writing to, and approved by, Secured Party.

“Shareholder Agreement” shall mean the Shareholder Agreement, dated as of the date hereof, by and between Debtor and Secured Party.

“Secured Party” shall have the meaning given to that term in the introductory paragraph of this Security Agreement.

“Software” shall have the meaning given to that term in Attachment 2 hereto.

“Trademarks” shall have the meaning given to that term in Attachment 1 hereto.

“Transaction Documents” shall mean the Note Purchase Agreement, the Notes, the Security Agreement, and the Shareholder Agreement.

“UCC” shall mean the Uniform Commercial Code as in effect in the State of California, as amended from time to time. Unless otherwise defined herein, all terms defined in the UCC shall have the respective meanings given to those terms in the UCC.

2. **Grant of Security Interest.** To secure the unpaid or unperformed Obligations, Debtor hereby pledges and assigns to Secured Party and grants to Secured Party a security interest in all right, title, and interests of Debtor in and to the property described in Attachment 1 hereto (collectively and severally, the “Collateral”), which Attachment 1 is incorporated herein by this reference.

3. **Representations and Warranties.** Debtor represents and warrants to Secured Party that:

(a) Debtor is the owner of or has a valid interest in the Collateral (or, in the case of after-acquired Collateral, at the time Debtor acquires rights in the Collateral, will be the owner thereof) and that no other person has (or, in the case of after-acquired Collateral, at the time Debtor acquires rights therein, will have) any right, title claim or interest (by way of Lien or otherwise) in, against or to the Collateral other than Permitted Liens;

(b) Secured Party has (or in the case of after-acquired Collateral, at the time Debtor acquires rights therein, will have) a perfected security interest in the Collateral, provided that the Secured Party performs all acts necessary to perfect such security interest;

(c) Debtor does not own any Patents, Trademarks, Copyrights related to the Software defined in Attachment 2 registered in, or the subject of pending applications in, the Patent and Trademark Office or the Copyright Office or any similar offices or agencies in any

other country or any political subdivision thereof, other than those described in Attachment 2 hereto;

(d) As of the date hereof, the Debtor's principal place of business and chief executive office is located at: 465 Fairchild Drive, Suite 234, Mountain View, CA 94043.

4. Covenants Relating to Collateral. Debtor hereby agrees:

to perform all acts that may be reasonably necessary to maintain, preserve, protect and perfect the Collateral, the Lien granted to Secured Party therein and the junior priority of such Lien, other than Permitted Liens;

(i) not to change Debtor's name or place of business or chief executive office or the location of any of its other Collateral without giving Secured Party thirty (30) days prior written notice;

(ii) to appear in and defend any action or proceeding which may affect its title to or Secured Party's interest in the Collateral other than with respect to Permitted Liens;

(iii) to comply with all material requirements of law relating to the production, possession, operation, maintenance and control of the Collateral, except to the extent that the failure to do so could not reasonably be expected to have a material adverse effect upon the financial or business condition of Debtor;

(iv) perform all acts and execute all documents, including notices of security interest for each relevant type of intellectual property in forms suitable for filing with the Patent and Trademark Office or the Copyright Office, as applicable, substantially in the form of Attachment 3 (appropriately revised) annexed hereto, that may be reasonably necessary to record, maintain, preserve, protect and perfect Secured Party's interest in the Collateral, the Lien granted to Secured Party in the Collateral, to the extent required by Secured Party;

(v) Debtor shall at all times keep at least one complete set of records concerning Collateral at its chief executive office and shall make such records available for inspection by Secured Party at such times as Secured Party may reasonably request. Debtor shall not be authorized to sell, transfer, grant nonexclusive licenses of or otherwise dispose of any item of Collateral other than in the ordinary course of business; and

(vi) If requested by Secured Party, Debtor shall deposit into an escrow account current and future version of the Software listed in Attachment 2.

5. Notice of Patent, Trademark, or Copyrights Debtor will promptly notify Secured Party upon the filing by Debtor by (i) an application for the registration of any Patent, Trademark, or Copyright with the Patent and Trademark Office or the Copyright Office or any similar agency in any other country or any political subdivision thereof; or (ii) any assignment of

any Patent, Trademark or Copyright, which Debtor may acquire from a third party, filed with the Patent and Trademark Office or the Copyright Office or any similar agency in any other country or any political subdivision thereof.

6. Default and Remedies.

(a) Debtor shall be deemed in "Default" under this Security Agreement upon the occurrence of an Event of Default as defined in the Note which is not cured within the cure period set forth in the Note. Upon the recurrence of any Default, Secured Party shall have the rights of a secured creditor under the UCC and applicable federal law. Without limiting the generality of the foregoing, Secured Party may sell, resell, lease, use, assign, license, sublicense, transfer or otherwise dispose of any or all of the Collateral in its then condition or following any commercially reasonable preparation or processing at public or private sale, by one or more contracts, in one or more parcels, at the same or different times, or for cash or credit, all as Secured Party deems reasonably advisable; provided, however, that Debtor shall be credited with the net proceeds of sale only when such proceeds are collected by Secured Party. Secured Party shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Collateral so sold. Debtor hereby agrees that the sending of notice by ordinary mail, postage prepaid, to the address of Debtor set forth herein, of the place and time of any public sale or of the time after which any private sale or other intended disposition is to be made, shall be deemed reasonable notice thereof if such notice is sent ten days prior to the date of such sale or other disposition or the date on or after which such sale or other disposition may occur.

(b) License. For the purpose of enabling Secured Party to exercise its rights and remedies under this Section 6 or otherwise in connection with this Agreement, Debtor hereby grants to Secured Party an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to Debtor) to use, license or sublicense any intellectual property Collateral. In the event of any public or private sale of any kind, the Secured Party shall have a right of refusal (on terms mutually agreeable to the parties at the time) to purchase the intellectual property Collateral from the Debtor.

7. Miscellaneous.

(a) Notices. Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon Debtor or Secured Party under this Security Agreement shall be provided in accordance with the terms of the Note Purchase Agreement.

(b) Nonwaiver. No failure or delay on Secured Party's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(c) Amendments and Waivers. This Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Debtor

and Secured Party. Each waiver or consent under any provision hereof shall be effective only in the specific instances for the purposes for which given.

(d) Expenses.

(i) Debtor shall pay on demand all fees and expenses, including reasonable attorneys' fees and expenses, incurred by Secured Party in connection with custody, preservation or sale of, or other realization on, any of the Collateral or the enforcement or attempt to enforce any of the Obligations which are not performed as and when required by this Security Agreement.

(ii) Secured Party shall pay on demand all fees and expenses, including reasonable attorneys' fees and expenses, incurred by Debtor in connection with the enforcement or attempt to enforce any of the obligations of Secured Party under this Security Agreement which is not performed as and when required by this Security Agreement.

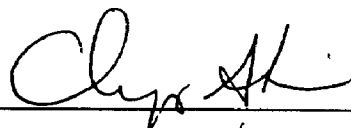
(e) Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law rules (except to the extent governed by the UCC).

(f) Termination. This Security Agreement shall terminate and be of no further force and effect upon payment in full by Debtor of all principal, interest, and other amounts owed under the Note, or upon the conversion of the Notes in accordance with the terms thereof so that no principal, interest, or other amounts are owed under the Note.

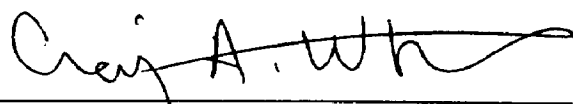
[Signature Page Follows]

IN WITNESS WHEREOF, each party hereto has caused this Security Agreement to be executed by its duly authorized officer as of the date first above written.

COLORSTAMPS, INC.

By: 
Name: Victor Shi
Title: CEO

HEWLETT-PACKARD COMPANY

By: 
Name: CRAIG A WHITE
Title: SENIOR VP & GM FCG



12-18-2000

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26

ATTACHMENT 1 TO SECURITY AGREEMENT

All right, title and interest of Debtor now owned or hereafter acquired in and to the following:

- a) All patentable inventions, patent rights, shop rights, letters of patent of the United States or any other country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including all patent registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, relating to the Software defined in Attachment 2 whether now owned or hereafter acquired by Debtor, (collectively, the "Patents");
- b) The copyrights including all original works of authorship fixed in any tangible medium of expression, all right, title, and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or political subdivision thereof, relating to the Software defined in Attachment 2 whether now owned or hereafter acquired by Debtor; (collectively, the "Copyrights").
- c) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title, and interest therein and thereto, all registrations and recordings thereof, including all applications, registrations, and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, relating to the Software defined in Attachment 2, including any and all goodwill associated therewith, whether now owned or hereafter acquired by Debtor, (collectively, the "Trademarks").
- d) All goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, operating and training manuals and customer lists with respect to the Patents, Copyrights, and Trademarks described herein, and all proceeds of the foregoing.
- e) All Hewlett-Packard equipment, including all computer data communications and network control equipment, storage devices, software and firmware, and all additions, accessions, substitutions, attachments, improvements, repairs thereto, and all proceeds of such equipment.

**ATTACHMENT 2
TO SECURITY AGREEMENT**

SOFTWARE:

All source files pertaining to ColorStamps web sites, www.egine.com and www.colorstamps.com, which include, but are not limited to, graphics, components, graphic user interface (GUI), database, and database schema, html, Perl/C source code.

TRADEMARKS (including Trademark Applications)

TRADEMARK	JURISDICTION	REGISTRATION DATE	REGISTRATION NUMBER
ColorStamps	US Patent & Trademark Office	9/28/1999	75/809546 (class 38) 75/810159 (class 42)
ColorStamps	US Patent & Trademark Office	10/8/1999	75/818298 (class 38) 75/818379 (class 42)
ColorStamps	US Patent & Trademark Office	10/14/1999	75/822480 (class 38) 75/822481 (class 42)
Lick	US Patent & Trademark Office	10/8/1999	75/818376 (class 38)

PATENTS

PATENT	JURISDICTION	REGISTRATION DATE	REGISTRATION NUMBER
Electronic Market Maker of Consumer Attention	US Patent & Trademark Office	6/29/1999	60/141.438

ATTACHMENT 2 TO SECURITY AGREEMENT

SOFTWARE:

All source files pertaining to Eginge's web sites, www.egine.com and www.colorstamps.com, which include, but are not limited to, graphics components, graphic user interface (GUI), database and database schema, html, Perl/C source code.

TRADEMARKS (including Trademark Applications)

TRADEMARK	JURISDICTION	REGISTRATION DATE	REGISTRATION NUMBER
Colorstamps	US Patent & Trademark Office	9/28/1999	75/809546 (class 38) 75/810159 (class 42)
Colorstamps Logo (B&W)	US Patent & Trademark Office	10/8/1999	75/818298 (class 38) 75/818379 (class 42)
Colorstamps Logo (color)	US Patent & Trademark Office	10/14/1999	75/822480 (class 38) 75/822481 (class 42)
Lick	US Patent & Trademark Office	10/8/1999	75/818376 (class 38)

PATENTS

PATENT	JURISDICTION	REGISTRATION DATE	REGISTRATION NUMBER
Electronic Market Maker Of Consumer Attention	US Patent & Trademark Office	6/29/99	60/141,438

FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional)		B. FILING OFFICE ACCT. # (optional)	
C. RETURN COPY TO: (Name and Mailing Address)			
<div style="border: 1px solid black; padding: 10px; margin: 10px;"> Hewlett-Packard Co. 333 Logue Avenue Mountain View, CA 94043 </div>			
D. OPTIONAL DESIGNATION [if applicable]		LESSOR/LESSEE	CONSIGNOR/CONSIGNEE
		NON-UCC FILING	

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME			
Colorstamps, Inc.			
OR	1b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
465 Fairchild Drive, Suite 234		Mountain View	CA USA 94043
1d. S.S. OR TAX ID #	OPTIONAL ADD'L INFO RE ENTITY/DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			1g. ENTITY'S ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

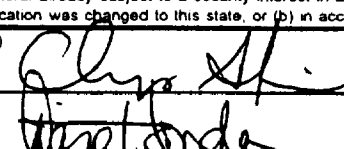
2a. ENTITY'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
2d. S.S. OR TAX ID #	OPTIONAL ADD'L INFO RE ENTITY/DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			2g. ENTITY'S ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME			
Hewlett-Packard Company			
OR	3b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
333 Logue Avenue		Mountain View	CA USA 94043

4. This FINANCING STATEMENT covers the following types or items of property:

Debtor hereby grants to Secured Party/Hewlett-Packard Company ("HP") a security interest in property of Debtor described in Attachments 1 and 2, hereto, whether now or hereafter acquired and wherever located, and all proceeds and products thereof including but not limited to accounts, contracts rights, general intangibles, chattel paper, tax refund and insurance proceeds to secure all existing and future obligations of Debtor to HP. This is both a security agreement and financing statement. Secured Party/HP shall have all the rights and remedies of a secured party under the Uniform Commercial Code. This security agreement and financing statement shall be governed by the laws of the State of California.

5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest		7. If filed in Florida (check one)	
BOX (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions [additional data may be required]		<input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable	
6. REQUIRED SIGNATURE(S)		8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]	
		9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor <input type="checkbox"/> Debtor 2	

ATTACHMENT 1

All right, title and interest of Debtor now owned or hereafter acquired in and to the following:

- a) All patentable inventions, patent rights, shop rights, letters of patent of the United States or any other country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including all patent registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, relating to the Software defined in Attachment 2 whether now owned or hereafter acquired by Debtor, (collectively, the "Patents");
- b) The copyrights including all original works of authorship fixed in any tangible medium of expression, all right, title, and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or political subdivision thereof, relating to the Software defined in Attachment 2 whether now owned or hereafter acquired by Debtor; (collectively, the "Copyrights").
- c) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title, and interest therein and thereto, all registrations and recordings thereof, including all applications, registrations, and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, relating to the Software defined in Attachment 2, including any and all goodwill associated therewith, whether now owned or hereafter acquired by Debtor, (collectively, the "Trademarks").
- d) All goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, operating and training manuals and customer lists with respect to the Patents, Copyrights, and Trademarks described herein, and all proceeds of the foregoing.
- e) All Hewlett-Packard equipment, including all computer data communications and network control equipment, storage devices, software and firmware, and all additions, accessions, substitutions, attachments, improvements, repairs thereto, and all proceeds of such equipment.

ATTACHMENT 2

TRADEMARKS (including Trademark Applications)

TRADEMARK	JURISDICTION	REGISTRATION DATE	REGISTRATION NUMBER
ColorStamps	US Patent & Trademark Office	9/28/1999	75/809546 (class 38) 75/810159 (class 42)
ColorStamps	US Patent & Trademark Office	10/8/1999	75/818298 (class 38) 75/818379 (class 42)
ColorStamps	US Patent & Trademark Office	10/14/1999	75/822480 (class 38) 75/822481 (class 42)
Lick	US Patent & Trademark Office	10/8/1999	75/818376 (class 38)

PATENTS

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