

17-76-00



ET

To the Honorable Commissioner of Patents

101584221

Attached original documents or copy thereof.

1. Name of conveying party(ies):
FreightPro.com, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **12/8/00**

2. Name and address of receiving party(ies):

Name: Silicon Valley Bank
 Internal Address: Loan Documentation HG150
 Street Address: 3003 Tasman Drive
 City: Santa Clara State: Ca ZIP: 95054

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- 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 No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)
See Exhibit "C"

B. Trademark Registration No.(s)
See Exhibit "C"

2406061

Additional numbers attached? Yes No

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

Name: Silicon Valley Bank
 Internal Address: Loan Documentation HG150

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: **4**

7. Total fee (37 CFR 3.41):\$ **115.00**

- Enclosed
- 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

01/12/2001 MTHRI1 00000113 2406061

01 FE:481 40.00 OP
02 FE:482 75.00 OP

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.

Maggie Hanna
Signature

Date 12/20/00

Name of Person Signing

Total number of pages comprising cover sheet:

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK</u> <u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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freightPro.com word mark – Reg. No. 2,406,061; Registration Date was 11/21/2000; Filing Date was 11/12/99

freightPro.com logo – Reg. No. 2,404,027; Registration Date was 11/14/2000; Filing Date was 11/8/99

So simple. So easy. – Serial No. 76094978; Filing Date was 7/24/00; Status: has not yet been assigned to an examining attorney

Ship Stuff? – Serial No. 76094977; Filing Date was 7/24/00; Status: has not yet been assigned to an examining attorney



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of ^{July 20} ~~June 19~~, 2000 by and between SILICON VALLEY BANK ("Bank") and FREIGHTPRO.COM, INC. ("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 June 19, 2000 (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, Patents, and Mask Works 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, 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

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.

Address of Grantor:

6405 Metcalf Avenue, Suite 120
Overland Park, KS 66202

Attn: _____

Address of Bank:

9020 Capital of Texas Hwy. North
Austin, TX 78759

Attn: _____

GRANTOR:

FREIGHTPRO.COM, INC.

By: Jan E. Buelck
Title: President & CEO

BANK:

SILICON VALLEY BANK

By: [Signature]
Title: Vice President

ADDENDUM TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Addendum to Intellectual Property Security Agreement is executed pursuant to, and is an addendum to, an Intellectual Property Security Agreement, dated July 20, 2000, by and between freightPro.com, Inc. ("Grantor") with its principal office at 6405 Metcalf Avenue, Suite 120, Overland Park, KS, 66202, and Silicon Valley Bank ("Bank") with its principal office at 3003 Tasman Drive, Santa Clara, CA 95054. This Addendum to Intellectual Property Security Agreement is presented for recordation as constructive notice that Grantor, the owner of the intellectual property identified in the exhibit(s) attached hereto, has granted to Bank a security interest in the intellectual property described on exhibits(s) attached hereto, and the exclusive rights comprised in the intellectual property, to secure payment of a debt.

IN WITNESS WHEREOF, Grantor has executed this Addendum to Intellectual Property Security Agreement as of December 8, 2000.

GRANTOR:

FREIGHTPRO.COM, INC.

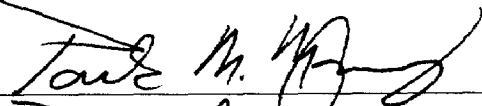
By: 
Name: Forrester M. McKinney
Title: SVP & CEO

EXHIBIT "A"
COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

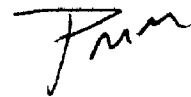
<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>DESCRIPTION</u>	<u>CREATION</u>	<u>DISTRIBUTION FROM ASSIGNOR</u>	<u>ASSIGNOR</u>
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EXHIBIT "B"
PATENTS

A handwritten signature in black ink, appearing to be the name 'Finn'.