

02-02-2001



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

FORM PTO-1595  
1-31-92

To the Honorable Commissioner of Patents and Trademarks: **Please record the attached** original documents or copy thereof.

1. Name of conveying party(ies):  <b>Saferent LLC</b>  <i>1-26-01</i>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: HA155    Street Address: 3003 Tasman Drive   City: Santa Clara State: CA ZIP: 95054  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____  Execution Date: 08/25/00	

4. Application number(s) or trademark number(s):  
 If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Trademark Application No.(s)	B. Trademark No.(s)
75/611,376	
75/611,375	
75/609,929	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <b>Silicon Valley Bank</b> Internal Address: Loan Documentation HA155   Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054	6. Total number of applications and trademark involved: 3  7. Total fee (37 CFR 3.41): .....\$ 90.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)
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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.

Tracy Walton  
Name of Person Signing

*Tracy Walton*  
Signature

*1-16-01*  
Date

Total number of pages comprising cover sheet: **6**

OMB No 0651-0011 (exp 4/94)  
02/01/2001 6TCM11 00000106 75611376  
01 FC:481 40.00 OP  
02 FC:482 50.00 OP

TRADEMARK  
REEL: 002228 FRAME: 0494

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 25, 2000 by and between SILICON VALLEY BANK ("Bank") and SAFERENT, INC., a Delaware corporation, formerly known as Saferent LLC ("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 Intellectual Property Collateral, including the Copyrights, Trademarks and Patents.

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 Exhibits A, B and C hereto, together with the goodwill of the business connected with and symbolized by said Trademarks), 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 caused 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:

789 Sherman Street, Suite 460  
Denver, CO 80203

Attn: Arianna Moore

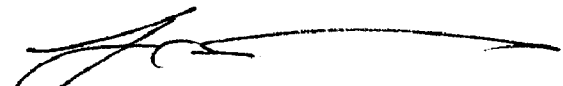
Address of Bank:

4410 Arapahoe Avenue, Suite 200  
Boulder, CO 80303

Attn: Megan Varveris

GRANTOR:

SAFERENT, INC.

By:   
Linda Bush  
Title: President

BANK:

SILICON VALLEY BANK

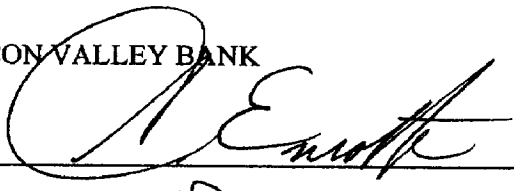
By:   
SVP  
Title: \_\_\_\_\_

EXHIBIT A

Copyrights

Description

Registration  
Number

Registration  
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
"Method and Apparatus for Tenant Screening"	(US) 09/343,659	June 29, 1999
"Method and Apparatus for Tenant Screening"	(PCT) PCT/US00/17746	June 27, 2000

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Intellirent	75/611,376	12/23/98
IR	75/611,375	12/23/98
Saferent	75/609,929	12/18/98

Gray Cary\PA\10044769.3  
1190989-966400

RECORDED: 01/26/2001

TRADEMARK  
REEL: 002228 FRAME: 0499