

02-14-2001



FORM PTO-1594
(Rev 5-93)

101614015

HEET

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.

1. Name of conveying party(ies):

RIVAL.COM, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: WASHINGTON

Other:

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

3. Nature of Conveyance:

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

Execution Date: November 29, 2000

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

Name: RIVAL NETWORKS, INC.
Address: 413 PINE STREET, SUITE 500
City: SEATTLE State: WA Zip: 98101

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: WASHINGTON

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 [X] No

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

A. Trademark Application No.(s)

75/713,386	75/713,385	75/713,384
75/713,383	75/713,382	75/713,381
75/698,888	75/698,887	75/698,886
75/698,885	75/698,884	75/698,883
75/698,882	75/698,881	75/698,880
75/698,879	75/698,878	75/698,877

B. Trademark Registration No.(s)

Additional numbers attached? [] Yes [X] No

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

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
400 Hamilton Avenue
Palo Alto, California 94301

6 Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41) \$ 465.00
[X] Enclosed
[] Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

02/14/2001 DBYRNE

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01 FC:481
02 FC:482

40.00 DP
425.00 DP

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

February 13, 2001
Date

Total number of pages comprising cover sheet: [4]

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

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TRADEMARK
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ASSIGNMENT SERVICES
DIVISION

FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to Intellectual Property Security Agreement is entered into as of January 5, 2000, by and between IMPERIAL BANK ("Bank") and RIVAL.S.COM, INC., a Washington corporation ("Borrower").

RECITALS

A. Bank and Borrower are parties to that certain Starter Kit Loan and Security Agreement dated May 6, 1999, as amended (the "Original Agreement"). Pursuant to the Amended and Restated Loan and Security Agreement between Borrower and Bank, dated as of even date herewith (the "New Agreement"), Borrower and Bank are amending and restating the terms of the Original Agreement.

B. Under the terms of the Original Agreement, Borrower and Bank entered into that certain Intellectual Property Security Agreement dated as of April 20, 1999 (the "Security Agreement").

C. Borrower and Bank wish to amend the definition of "Loan Agreement" in the Security Agreement to refer to the New Agreement. Borrower is referred to in the Security Agreement as "RIVALNET, INC." Borrower has changed its name as reflected in Exhibit A attached hereto. This Amendment corrects the name of Borrower and amends the definition of "Loan Agreement" in the Security Agreement.


NOW, THEREFORE, the parties agree as follows:

1. All references in the Security Agreement to "RIVALNET, INC." shall mean and refer to "RIVAL.S.COM, INC."
2. Recital A of the Security Agreement is hereby amended in its entirety to read as follows:
 - A. Secured Party has agreed to lend to Grantor certain funds (the "Loan"), and Grantor desires to borrow such funds from Secured Party pursuant to the terms of an Amended and Restated Loan and Security Agreement, dated as of January 5, 2000 (the "Loan Agreement"; all capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement).
3. Unless otherwise defined, all capitalized terms in this Amendment shall be as defined in the Security Agreement. Except as amended, the Security Agreement remains in full force and effect.
4. Borrower represents and warrants that the Representations and Warranties contained in the Security Agreement are true and correct as of the date of this Amendment, and that no Event of Default has occurred and is continuing.
5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

Address:

71 Columbia Street, Suite 550
Seattle, WA 98104

Attn: Jeffrey Rice,  and COO

RIVAL.S.COM, INC.

By: 

Title: 

Address:

226 Airport Parkway
San Jose, CA 95110-1024

Attn: Corporate Banking Center

IMPERIAL BANK

By: 

Title: 

EXHIBIT A

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STATE of WASHINGTON



SECRETARY of STATE

I, **RALPH MUNRO**, *Secretary of State of the State of Washington and custodian of its seal,*

hereby certify by this certificate that the attached is a true and correct copy of

ARTICLES OF AMENDMENT

of

RIVALS.COM, INC.

CHANGING NAME TO RIVAL NETWORKS, INC.

as filed in this office on August 23, 2000.



Date: November 15, 2000

Given under my hand and the Seal of the State of Washington at Olympia, the State Capital



Ralph Munro, Secretary of State

200-001