

02-14-2001

FORM PTO-1594
(Rev 5-93)



EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Comm

101614014

attached original documents or copy thereof.

1. Name of conveying party(ies):

PRO2NET CORPORATION

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: April 8, 1999

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

Name: IMPERIAL BANK

Address: 226 AIRPORT PARKWAY

City: SAN JOSE State: CA Zip: 95110

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California chartered bank

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

RECEIVED
 2001 FEB 14 AM 10:59
 ASSIGNMENT SERVICES
 DIVISION

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

A. Trademark Application No.(s)

- 75/883,770 75/883,760
- 75/882,732 75/882,720
- 75/882,718

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
 401 B Street, Suite 1700
 San Diego, California 92101-4297

6 Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

- 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 00000145 75883770

01 FC:481
02 FC:482

40.00 DP
100.00 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: [6]

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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1090371-908800

TRADEMARK
REEL: 002234 FRAME: 0016

10/14/99

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 1, 1998 by and between IMPERIAL BANK ("Bank") and ACCOUNTINGNET SOLUTIONS, 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 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). 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.

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 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. Notwithstanding the foregoing, Grantor shall not be required to list on Exhibit B hereto, with respect to any patent application, or any document filed with the Commissioner of Patents and Trademarks, with respect hereto, or with respect to any other publicly filed document, any qualitative and descriptive text referring to the subject matter of such patent application or other publicly filed document.

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.

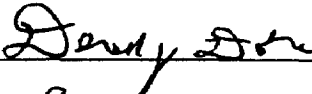
GRANTOR:

Address of Grantor:

600 Stewart Street, Suite 1101
Seattle, WA 98101

Attn: Derek Dake

ACCOUNTINGNET SOLUTIONS, INC.

By: 

Title: President

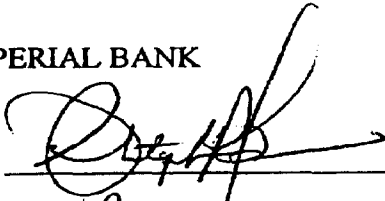
BANK:

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

IMPERIAL BANK

By: 

Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
"A" DESIGN LOGO	75/630,865	01/29/99
ACCOUNTINGJOBS	75/613,441	12/30/98
ACCOUNTINGNET	75/593,724	11/23/98
ACCOUNTINGSTUDENTS	75/593,723	11/23/98
CPALINK	75/597,991	12/02/98
FINANCEJOBS	75/598,970	12/02/98
TAXKIT	75/662,797	03/18/99
PRO2NET	75/883,770	12/28/99
PRO2NET	75/883,760	12/28/99
PRO2NET	75/882,732	12/28/99
PRO2NET	75/882,720	12/28/99
PRO2NET	75/882,718	12/28/99

FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amendment to Intellectual Property Security Agreement is entered into as of November 24, 1999, by and between IMPERIAL BANK ("Bank") and PRO2NET CORPORATION ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Intellectual Property Security Agreement dated as of October 1, 1998 (the "Security Agreement") in which Borrower is referred to as "ACCOUNTINGNET SOLUTIONS, INC." Borrower has changed its name as reflected in Exhibit A attached hereto. This Amendment corrects the name of Borrower in the Security Agreement.

NOW, THEREFORE, the parties agree as follows:

1. All references in the Security Agreement to "ACCOUNTINGNET SOLUTIONS, INC." shall mean and refer to "PRO2NET CORPORATION"
2. 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.
3. 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.
4. 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:

600 Stewart Street, Ste. 1101
Seattle, WA 98101

Attn: Derek Doke

PRO2NET CORPORATION

By: _____

Title: _____

IMPERIAL BANK

Address:

226 Airport Parkway
San Jose, CA 95110-1024
Attn: Corporate Banking Center

By: _____

Title: _____

EXHIBIT A

CERTIFIED COPY OF
CERTIFICATE OF AMENDMENT

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

CERTIFICATE OF AMENDMENT

of

ACCOUNTINGNET SOLUTIONS, INC.

Changing name to PRO2NET CORPORATION

as filed in this office on November 16, 1999.



Date: December 6, 1999

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


Ralph Munro, Secretary of State

Ralph Munro, Secretary of State

200-001

Val: 11/16/1999 - 51304
\$50.00 on 11/16/1999
Check - 11/16/1999 - 13060

ARTICLES OF AMENDMENT

TO THE

ARTICLES OF INCORPORATION

OF

ACCOUNTINGNET SOLUTIONS, INC.

FILED
STATE OF WASHINGTON
NOV 16 1999
RALPH MUNRO
SECRETARY OF STATE

Pursuant to the provisions of RCW 23B.10 of the Washington Business Corporation Act, **AccountingNet Solutions, Inc.**, a Washington corporation, hereby adopts the following articles of amendment to its articles of incorporation:

FIRST: The name of the corporation is:

AccountingNet Solutions, Inc.

SECOND: Article 1 of the articles of incorporation is amended to read in its entirety as follows:

ARTICLE 1

Name

The name of the Corporation is:

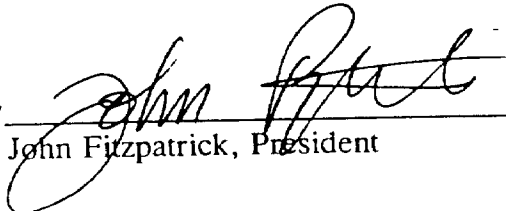
Pro2Net Corporation

THIRD: The amendment does not provide for an exchange, reclassification or cancellation of any issued shares.

FOURTH: The foregoing amendment of the articles of incorporation was adopted on November 15, 1999 by the board of directors of the corporation in accordance with the provisions of RCW 23B.10.020 and shareholder action was not required.

EXECUTED this 15th day of November, 1999.

ACCOUNTINGNET SOLUTIONS, INC.

By 
John Fitzpatrick, President

STATE of WASHINGTON



SECRETARY of STATE

I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF AMENDMENT

to

ACCOUNTINGNET SOLUTIONS, INC.

a Washington Profit corporation. Articles of Amendment were filed for record in this office on the date indicated below.

Changing name to PRO2NET CORPORATION

UBI Number: 601 847 814

Date: November 16, 1999



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

A handwritten signature in black ink, appearing to read "Ralph Munro".

Ralph Munro, Secretary of State
2572761-1

TRADEMARK

RECORDED: 02/14/2001

REEL: 002234 FRAME: 0026