

03-12-2001

FORM PTO-1594

REC

(Rev. 6-93)

3-12-01



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and

101632236

al documents or copy thereof.

1. Name of conveying party(ies):
 Touchpoint, Inc.
 1175 Park Avenue
 Emeryville, CA 94608

Individual(s) Association

General Partnership Limited Partnership

Corporation-State: California

Other _____

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

3. Nature of conveyance: 3-12-01

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: February 15, 2001

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

Name: Imperial Bank

Internal Address: _____

Street Address: 226 Airport Parkway

City: San Jose State: CA ZIP 95110

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment).

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

76/031,338

75/884,688

76/194,290

76/194,289

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

2,325,341

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

Name: Cooley Godward LLP

Internal Address: Attn: Melanie Cass

Street Address: One Maritime Plaza, 20th Floor

City: San Francisco State: CA ZIP 94111

6. Total number of applications and registration involved: 5

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 03-3115

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

03/12/2001 DEPT/COMM 00000100 76031338

01 FC:441 40.00 DP

02 FC:445 100.00 DP

DO NOT USE THIS SPACE

140E

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.

Melanie Cass
 Melanie Cass

March 9, 2001
 Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 15, 2001 by and between IMPERIAL BANK ("*Bank*") and TOUCHPOINT, INC., a California corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"). Capitalized terms used herein without definition shall have the same meanings given to them 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 Collateral.

NOW, THEREFORE, for good and valuable consideration, the 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 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.

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 in 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, or plans to register or file, an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.


Notwithstanding anything contained herein to the contrary, the grant of the security interest provided for herein shall not extend to, and the term "Intellectual Property Collateral" shall not include, any property rights or licenses to the extent any such property rights or licenses (i) are nonassignable by law or by their terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Section 9318(4) of the UCC), or (ii) the granting of a security interest therein is contrary to applicable law or the terms of the agreement pursuant to which the rights or property is acquired, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Intellectual Property Collateral.

So long as no Event of Default has occurred and is continuing, this Intellectual Property Security Agreement shall terminate and Bank shall release all of its interest in and to the Intellectual Property Collateral upon indefeasible payment and performance in full by Borrower of its Obligations under the Loan Documents.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the date written above.

Address of Grantor:
1175 Park Avenue
Emeryville, CA 94608
Attn: Brian Depolo

GRANTOR:

TOUCHPOINT INC.
By: 
Name: Brian Depolo
Title: VPL CFO

Address of Bank:
5 Palo Alto Square, Suite 800
3000 El Camino Real
Palo Alto, CA 94306
Attn: Robin Steinbach

BANK:

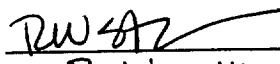
IMPERIAL BANK
By: 
Name: Robin W. Steinbach
Title: VPL Manager

EXHIBIT B

PATENTS

System and method for electronically creating personalized print communications and distributing, mailing and contact managing the same	PCT/US00/33300	12/8/00	Touchpoint, Inc.

Exhibit B

602983 v3/SF
cx9j03!.DOC
022001/1100

EXHIBIT C
TRADEMARKS


MANGO MANGO	Application No. 76/031,338	4/21/00	CARDSTORE.COM
 CARDSTORE.COM & Design	Application No. 75/884,688	12/30/99	CARDSTORE.COM
TOUCHPOINT	Application Nos. 76/194290, 76/194289	1/12/01	Touchpoint, Inc.
TOUCH POINT MARKETING	Registration No. 2,325,341	3/7/00	Cardstore.com

Exhibit C

602983 v3/SF
cx9j03!.DOC
022001/1100

RECORDED: 03/12/2001

TRADEMARK
REEL: 002247 FRAME: 0949