

04-18-2001

WMLD  
4-18-01

FORM PTO-1594  
(Rev 5-93)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



101678698

To the Honorable Commissioner of Patents and Trademarks. Please record the attached or:

1. Name of conveying party(ies):

SAND HILL CAPITAL II, L.P.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership: DELAWARE

Corporation - State:

Other:

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

3. Nature of Conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: December 11, 2000

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

Name: FB COMMERCIAL FINANCE, INC.

Address: 135 NORTH MERAMEC AVENUE

City: ST. LOUIS State: MO Zip: 63105

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: MISSOURI

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)

75/731,465            75/791,570            75/731,468

75/925,887            75/817,525            75/938,845

75/817,149

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  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: 7

7. Total fee (37 CFR 3.41) . . . . . \$190.00

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

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

April 17, 2000  
Date

Total number of pages comprising cover sheet: [ 5 ]

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

04/18/2001 6TON11 00000172 75731465  
01 FC:481 40.00 DP  
02 FC:482 150.00 DP

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1191271-900003

TRADEMARK  
REEL: 002272 FRAME: 0774

1. Name of conveying party(ies): **continued**

SAND HILL CAPITAL II Q, L.P. a Delaware limited partnership  
SAND HILL CAPITAL, LLC, a California limited liability company

## TRADEMARK SECURITY AGREEMENT

**WHEREAS**, SAND HILL CAPITAL II, L.P., a Delaware limited partnership, SAND HILL CAPITAL II Q, L.P., a Delaware limited partnership, or SAND HILL CAPITAL, LLC, a California limited liability company (hereinafter each individually, a "Grantor" and collectively, the "Grantors") owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto, or is the holder of a security interest in such Trademarks, Trademark registrations, Trademark applications or Trademark licenses; and

**WHEREAS**, Grantors entered into a Credit Agreement dated as of December 22, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with FB COMMERCIAL FINANCE, INC., a Missouri corporation ("Lender"), providing for extensions of credit and other financial accommodations to be made to Grantors by Lender; and

**WHEREAS**, pursuant to the terms of a General Security Agreement dated as of December 22, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Borrowers and Agent (in such capacity, "Grantee"), each Grantor has granted to Grantee a security interest in substantially all the assets of such Grantor including all right, title and interest (including, without limitation, as the holder of a security interest) of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement) and the Trademark licenses listed on Schedule I annexed hereto, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest (including, without limitation, any interest which is a security interest held by Grantor in the following hereinafter described property) in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and each Trademark license listed on Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License and each Trademark license listed on Schedule I annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License or under any Trademark license referred to in Schedule I annexed hereto, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License or under any Trademark license referred to in Schedule I annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the

Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 11 day of December, 2000.

**GRANTORS**

**SAND HILL CAPITAL II, L.P.**  
a Delaware limited partnership

By: Sand Hill Capital Management L.L.C.

By: Bruce H. Kendall  
Bruce H. Kendall  
Chief Financial Officer

**SAND HILL CAPITAL II Q, L.P.**  
a Delaware limited partnership

By: Sand Hill Capital Management L.L.C.

By: Bruce H. Kendall  
Bruce H. Kendall  
Chief Financial Officer

**SAND HILL CAPITAL, LLC**  
a California limited liability company

By: Bruce H. Kendall  
Bruce H. Kendall  
Chief Financial Officer

Acknowledged:

**FB COMMERCIAL FINANCE, INC.**

By: [Signature]  
Printed Name: Phillip M. Lyons  
Title: COO

## SCHEDULE 1

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Comment</u>
Econductor	75/731,465	6/17/99	
TSM	75/791,570	9/3/99	
IPC	75/792,150	9/3/99	ABANDONED (IN FAVOR OF VIPC)
Turning Content Into Commerce			NOT FILED
Speed Shop	75/731,468	6/17/99	
Merchant Exchange	75/925, 887	2/23/00	
Virtual Consignment			NOT FILED
Vitessa	75/817,525	10/6/99	
Vitessa Merchant Exchange			NOT FILED, THOUGH COMPONENT PARTS HAVE BEEN FILED
VMX			NOT FILED
VMX Logo			NOT FILED
VIPC	75/938,845	3/8/00	
BUTTONDOWN	75/817,149	10/06/99	