

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name **Spruce Technologies, Inc.**

06132001

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization **Delaware**

Receiving Party

Mark if additional names of receiving parties attached

Name **FinanceTech, Inc., as Collateral Agent**

DBA/AKA/TA

Composed of

Address (line 1) **10460 Bandley Drive, MS 3-TR**

Address (line 2)

Address (line 3)

Cupertino

California

95014

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization **Delaware**

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

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

70006019

REEL: 002277 FRAME: 0177

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U.S. Department of Commerce
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TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(650) 496-7543

Name **Nancy Bouch, Legal Assistant**

Address (line 1) **Wilson Sonsini Goodrich & Rosati, P.C.**

Address (line 2) **650 Page Mill Road**

Address (line 3) **Palo Alto, California 94304**

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75697733	75657524	75697745	2423991	2423992	2447017
<input type="text"/>	<input type="text"/>	<input type="text"/>	2406633	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 190.00

Method of Payment:
Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

23-2415

Ref: 1028-221

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Nancy Bouch

Name of Person Signing

Nancy Bouch
Signature

6/25/2001
Date Signed

**GRANT OF SECURITY INTEREST
IN TRADEMARKS**

THIS GRANT OF SECURITY INTEREST, dated as of June 13, 2001, is executed by Spruce Technologies, Inc. a Delaware corporation ("Debtor"), in favor of FinanceTech, Inc., a Delaware corporation ("Collateral Agent"), as collateral agent ("Collateral Agent").

A. Pursuant to a Security Agreement, dated as of June 13, 2001 as amended, modified or supplemented from time to time, (the "Security Agreement"), between Debtor and Collateral Agent, Debtor has granted a security interest to Collateral Agent to secure the obligations of Debtor described in the Security Agreement.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Collateral Agent, in accordance with the provisions of Section 10 of the Security Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules completeness or accuracy, and, further, Debtor shall provide such notice to Collateral Agent within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.

D. Debtor hereby grants to Collateral Agent a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Collateral Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Collateral Agent's address is: FinanceTech, Inc., as Collateral Agent
10460 Bandlely Drive, MS 3-TR
Cupertino, CA 95014

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the
day and year first above written.

SPRUCE TECHNOLOGIES, INC.

By:  _____

Name: Hiroma Soga

Title: President

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST**TRADEMARKS**

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
DVDSTATION	1/23/01	2,423,991
DVDCONDUCTOR (USA)	1/23/01	2,423,992
DVDVIRTUOSO	4/24/01	2,447,017
DVDMAESTRO	11/21/00	2,406,633
DVDTransfer		

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST**TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
Spruce Technologies	5/4/99	751697,733
SpruceUp	3/10/99	751657,524
DVDonCD	5/4/99	751697,745