



101688865

FORM PTO-1594
(Rev 5-93)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

COURTLINK CORPORATION

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: WASHINGTON

Other:

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

3. Nature of Conveyance:

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

Execution Date: November 2, 1999

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

Name: IMPERIAL BANK
Address: 5330 CARILLON POINT
City: KIRKLAND State: WA Zip: 98033

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 No

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

A. Trademark Application No.(s)

<u>78/035,884</u>	78/035,880	78/035,879
78/035,874	78/035,871	78/035,867
75/847,429	75/847,428	75/847,426
75/165,191		

B. Trademark Registration No.(s)

2,174,343 2,174,342 2,080,229

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: 13

7. Total fee (37 CFR 3.41) \$340.00

- 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 25, 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

04/26/2001 6TON11 00000366 78035884
01 FC:481 40.00 OP
02 FC:482 300.00 OP

SD\1319154.2
1090371-919100

TRADEMARK
REEL: 002280 FRAME: 0150

4-26-01

FIRST AMENDMENT
TO
LOAN DOCUMENTS

This First Amendment to Loan Documents is entered into as of February 6, 2001, by and between IMPERIAL BANK ("Bank") and COURTLINK CORPORATION, a Washington corporation ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of November 2, 1999, as amended from time to time (the "Loan Agreement"). In connection with the Loan Agreement, Borrower executed an Intellectual Property Security Agreement dated as of November 2, 1999 (collectively with the Loan Agreement, the "Loan Documents"). Each of the Loan Documents refers to Borrower as "DATA WEST CORPORATION" Borrower has changed its name as reflected in Exhibit A attached hereto, and this Amendment corrects the name of Borrower in each of the Loan Documents.

NOW, THEREFORE, the parties agree as follows:

1. All references in the Loan Documents to "DATA WEST CORPORATION" shall mean and refer to "COURTLINK CORPORATION".

2. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements entered into in connection with the Agreement.

3. Borrower represents and warrants that the Representations and Warranties contained in the 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.

COURTLINK CORPORATION

By: [Signature]
Title: CFO

IMPERIAL BANK

By: [Signature]
Title: MVP

Exhibit A

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

DATA WEST CORPORATION

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

Changing name to COURTLINK CORPORATION

UBI Number: 601 379 271

Date: September 01, 2000



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

Ralph Munro, Secretary of State 59212-7

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 2, 1999 by and between IMPERIAL BANK ("Bank") and DATA WEST CORPORATION, a Washington corporation ("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).

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, 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 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 an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused 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:

400 112TH Avenue NE Suite 250
Bellevue, WA 98004

Attn: Linda Magnotti

DATA WEST CORPORATION

By: L. L. Magnotti

Title: Vice President Finance

BANK:

Address of Bank:

777 108th Avenue NE, Suite 1670
Bellevue, WA 98004

Attn: J.P. Michael / Julia Doke

IMPERIAL BANK

By: [Signature]

Title: VP

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
Courtlink	75/382,560	10/31/97
(Design only)	75/382,559	10/31/97
(Design only)	2,230,349	03/09/99
Courtlink	2,025,458	12/24/96
Courtlink	78/035,884	11/17/00
Courtlink (and design)	78/035,880	11/17/00
Courtlink (and design)	78/035,879	11/17/00
(Design only)	78/035,874	11/17/00
(Design only)	78/035,871	11/17/00
(Design only)	78/035,867	11/17/00
Courtlink.com	75/847,429	11/12/99
Courtlink.com	75/847,428	11/12/99
Courtlink.com	75/847,426	11/12/99
Lawplus Partner	2,174,343	07/21/98
Lawplus (and design)	2,174,342	07/21/98
Lawplus	2,080,229	07/15/97
Counsellink	75/165,191	09/13/96