

05-08-2001



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Form 0000 (Rev. 03/01)

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): GadgetSpace, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State North Carolina, 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: April 13, 2001

2. Name and address of receiving party(ies)

Name: Harbinger General Venture Fund L.L.C. Internal Address: Suite 220 Street Address: 2525 Meridian Parkway City: Durham State: NC Zip: 27713

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company-NC

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 registration number(s):

A. Trademark Application No.(s) 76/074038

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Larry E. Robbins, Esq.

Internal Address: Suite 300

Street Address: 4101 Lake Boone Trail

City: Raleigh State: NC Zip: 27607

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- 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.

W. David Mannheim

Name of Person Signing

Signature

Signature

4-24-01

Date

Total number of pages including cover sheet, attachments, and document: 11

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

05/08/2001 GTON11 00000162 76074038

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TRADEMARK REEL: 002289 FRAME: 0708

**CONTINUATION OF RECORDATION FORM COVER SHEET: TRADEMARK ONLY****Regarding the following trademark:**

<b>MARK</b>	<b>INTENT FILED</b>	<b>SERIAL #</b>	<b>STATUS</b>
GADGETSPACE	June 19, 2000	76/074038	Pending

**Item 2. Name and address of receiving parties:****Name****Address**

Harbinger/Aurora Venture Fund, L.L.C.

2525 Meridian Parkway, Suite 220  
Durham, North Carolina 27713Harbinger/Aurora QP Venture Fund,  
L.L.C.2525 Meridian Parkway, Suite 220  
Durham, North Carolina 27713Southeast Interactive Technology Fund  
III, L.P.630 Davis Drive, Suite 220  
Morrisville, North Carolina 27560Southeast Euro Interactive Technology  
Fund III, L.P.630 Davis Drive, Suite 220  
Morrisville, North Carolina 27560Southeast Interactive Affiliates  
Technology Fund III, L.P.630 Davis Drive, Suite 220  
Morrisville, North Carolina 27560

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 13, 2001, by GadgetSpace, Inc., a North Carolina corporation ("Grantor"), in favor of Harbinger/Aurora Venture Fund, L.L.C., Harbinger/Aurora QP Venture Fund, L.L.C., Southeast Interactive Technology Fund III, L.P., Southeast Euro Interactive Technology Fund III, L.P., and Southeast Interactive Affiliates Technology Fund III, L.P. (each individually a "Lender" and collectively, the "Lenders");

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase and Security Agreement, dated as of the date hereof, by and between Grantor and the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Lenders have agreed to make certain Loans to Grantor;

WHEREAS, as a condition to the extension of the Loans to Grantor, the Lenders have required Grantor to execute and deliver to the Lenders this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

#### 1. DEFINED TERMS.

"Trademark License" means rights under any written agreement in effect or hereafter entered into by Grantor granting any right to use any Trademark.

"Trademarks" means all of the following now owned created, used or acquired (whether pursuant to a license or otherwise) by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, continuations, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

#### 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to the Lenders a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of the Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, extensions and rights to renew and extend of the foregoing;

(c) all goodwill of, or associated with, the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(e) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Lender for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(f) All general intangibles relating to the foregoing and all other intangible intellectual or other similar property of the Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(g) All products and proceeds of any and all of the foregoing (including, without limitation, license royalties, accounts, and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

### 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Grantor hereby represents, warrants, and covenants that:

(a) Trademarks. A true and complete schedule setting forth all federal, state and international trademark registrations owned or controlled by it, together with a summary description and information in respect of the filing or issuance thereof and expiration dates, is set forth on Exhibit A.

(b) Validity; Enforceability. To the best of the Grantor's knowledge, each of the trademarks is valid and enforceable, and Grantor is not presently aware of any past, present, or prospective claim by any third party that any of the trademarks are invalid or unenforceable, or

that the use of any trademarks violates the rights of any third person, or of any basis for any such claims.

(c) Title. Except as noted on Exhibit A, Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the trademarks, and trademark registrations, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Grantor not to sue third persons, except for prior liens as provided in the Security Agreement and any exhibits or schedules thereto.

(d) Notice. Grantor has used and will continue to use proper statutory notice in connection with its use of each of the trademarks.

(e) Quality. Grantor has used and will continue to use consistent standards of high quality (which may be consistent with its past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks.

(f) Perfection of Security Interest. Except for the filing of financing statements with the State of North Carolina and Wake County, North Carolina and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Grantor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Grantor or for the perfection of or the exercise by Lender of its rights hereunder to the Trademarks in the United States.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lenders pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lenders 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**GADGETSPACE, INC.**

By: David Motinger  
Name: David Motinger  
Title: Chairman

**LENDERS:**

**HARBINGER/AURORA VENTURE FUND, L.L.C.**

By: HARBINGER/AURORA VENTURES, L.L.C., its  
Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HARBINGER/AURORA QP VENTURE FUND, L.L.C.**

By: HARBINGER/AURORA VENTURES, L.L.C., its  
Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SOUTHEAST INTERACTIVE TECHNOLOGY  
FUND III, L.P.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SOUTHEAST EURO INTERACTIVE  
TECHNOLOGY FUND III, L.P.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**GADGETSPACE, INC.**

By: David Motzinger  
Name: David Motzinger  
Title: Chairman

**LENDERS:**

**HARBINGER/AURORA VENTURE FUND, L.L.C.**

By: HARBINGER/AURORA VENTURES, L.L.C., its  
Manager

By: Richard Brown  
Name: RICHARD BROWN  
Title: PRINCIPAL

**HARBINGER/AURORA QP VENTURE FUND, L.L.C.**

By: HARBINGER/AURORA VENTURES, L.L.C., its  
Manager

By: Richard Brown  
Name: RICHARD BROWN  
Title: PRINCIPAL

**SOUTHEAST INTERACTIVE TECHNOLOGY  
FUND III, L.P.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SOUTHEAST EURO INTERACTIVE  
TECHNOLOGY FUND III, L.P.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**GADGETSPACE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LENDERS:**

**HARBINGER/AURORA VENTURE FUND, L.L.C.**

By: HARBINGER/AURORA VENTURES, L.L.C., its  
Manager


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HARBINGER/AURORA QP VENTURE FUND, L.L.C.**

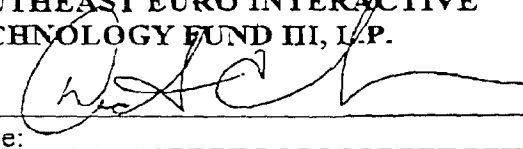
By: HARBINGER/AURORA VENTURES, L.L.C., its  
Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SOUTHEAST INTERACTIVE TECHNOLOGY  
FUND III, L.P.**

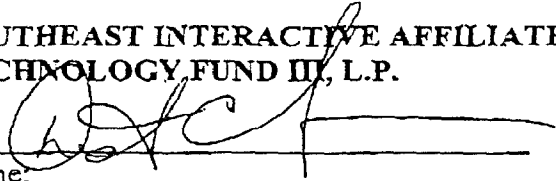
By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SOUTHEAST EURO INTERACTIVE  
TECHNOLOGY FUND III, L.P.**

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



SOUTHEAST INTERACTIVE AFFILIATES  
TECHNOLOGY FUND III, L.P.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS  
OWNED BY GRANTOR

Applications for Service Marks

<b>MARK</b>	<b>INTENT FILED</b>	<b>SERIAL #</b>	<b>STATUS</b>
GADGETSPACE	June 19, 2000	76/074038	Pending