

05-09-2001

FORM F TO-1595

1-31-92

RECO



101709502

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

APR 25 2001

4.25.01

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

1. Name of conveying party(ies):
Alflight Inc.

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

2. Name and address of receiving party(ies):
Name: **Silicon Valley Bank**
Internal Address: **HA155**

Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **CA** ZIP: **95054**

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **03/12/01**

4. Application number(s) or trademark number(s):
If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)	B. Trademark No.(s)
76036318	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Silicon Valley Bank**
Internal Address: **Loan Documentation HA155**

Street Address: **3003 Tasman Dr.**

City: **Santa Clara** State: **Ca** ZIP: **95054**

6. Total number of applications and trademark involved: **1**

7. Total fee (37 CFR 3.41):\$ **40.00**
 Enclosed
 Authorized to be charged to deposit account

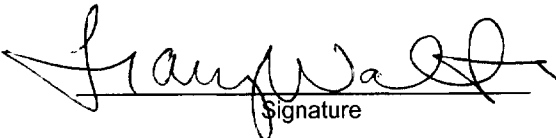
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

05/09/2001 GTON11 00000007 76036318
01 FC:481 40.00 00

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.

Tracy Walton
Name of Person Signing


Signature

Date **4/17/01**

Total number of pages comprising cover sheet: **9**

OMB No 0651 -0011 (exp 4/94)

TRADEMARK
REEL: 002290 FRAME: 0111

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of March 12, 2001, is by and among ALFALIGHT, INC. ("Grantor") and SILICON VALLEY BANK ("Bank"), GATX VENTURES, INC. ("GATX"), LEASING TECHNOLOGIES INTERNATIONAL, INC. ("LTI"), THIRD COAST CAPITAL, A DIVISION OF DVI FINANCIAL SERVICES INC. ("Third Coast") (Bank, GATX, LTI and Third Coast being collectively called "Lenders"), and BANK, as Payment Agent for Lenders ("Payment Agent").

RECITALS

A. Lenders will make Equipment Advances to Grantor as described in the Loan and Security Agreement, of even date herewith (the "Loan Agreement"), among the parties hereto, but only if Grantor grants Payment Agent for the benefit of Lenders a security interest in Grantor's Copyrights, Trademarks, Patents, and Mask Works.

B. Grantor has granted Payment Agent for the benefit of Lenders a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

C. All terms defined in the Loan Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

AGREEMENT

Grantor grants Payment Agent for the benefit of Lenders a security interest in all of its right, title and interest in its Intellectual Property Collateral (including without limitation the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D), and all proceeds (including without limitation license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Lenders' and Payment Agent's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Lenders' and Payment Agent's rights, powers and interests are cumulative with every right, power or remedy provided herein. Lenders' or Payment Agent's exercise of their or its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

PAYMENT AGENT:

SILICON VALLEY BANK

By [Signature]
Name _____
(Title) SCP

GRANTOR:

ALFALIGHT, INC.

By _____
Name _____
(Title) _____

LENDERS:

SILICON VALLEY BANK

By [Signature]
Name _____
(Title) SCP

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PAYMENT AGENT:

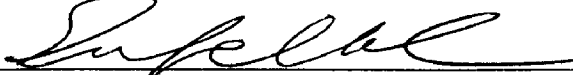
SILICON VALLEY BANK

By _____
Name _____

(Title)

GRANTOR:

ALFALIGHT, INC.

By 
Name Eric Apfelbach
President

(Title)

LENDERS:

SILICON VALLEY BANK

By _____
Name _____

GATX VENTURES, INC.

By Patricia W. Lecher

Name PATRICIA W. LECHER
SVP

(Title)

LEASING TECHNOLOGIES INTERNATIONAL, INC.

By _____

Name _____

(Title)

THIRD COAST CAPITAL,
a Division of DVI Financial Services Inc.

By _____

Name _____

(Title)

(Title)

GATX VENTURES, INC.

By _____

Name _____

(Title)

LEASING TECHNOLOGIES INTERNATIONAL, INC.

By _____

Name _____

(Title)

THIRD COAST CAPITAL,
a Division of DVI Financial Services Inc.

By *Kathleen A. Wilkerson*

Kathleen A. Wilkerson

Name _____

Managing Director

(Title)

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

Alfalight filed a Trademark/Service Mark Application with the Office of the Commissioner of Patents and Trademarks, Washington, D.C., to register the mark "ALFALIGHT".

76036318

April 24, 2000

Alfalight anticipates filing a trademark application for the Alfalight triangle mark.

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

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