

05-25-2001
101728842

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

NewChannel, Inc. *S-1801*

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- 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: **May 15, 2001**

2. Name and address of receiving party(ies)

Name: **GATX Ventures, Inc.**

Internal

Address: _____

Street Address: **3687 Mt. Diablo Blvd., #200**

City: **Lafayette** State: **CA** Zip: **94549**

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State **Delaware**

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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/581,242

Additional number(s) attached Yes No

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

Name: _____

Internal Address: _____

Street Address: _____

City: **Lafayette** State: **CA** Zip: **94549**

6. Total number of applications and registrations involved: 1

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

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.

Gizelle Barany, In-House Counsel
for GATX Ventures, Inc.

Name of Person Signing

G. Barany
Signature

May 15, 2001

Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK
REEL: 002303 FRAME: 0180

Form PTO-1594
Continuation of Item 2

Silicon Valley Bank
3003 Tasman Drive, Mail Sort #HF250
Santa Clara, CA 95054

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of May 15, 2001, is executed by NEWCHANNEL, INC., a Delaware corporation ("Debtor"), in favor of GATX VENTURES, INC. and SILICON VALLEY BANK ("Secured Parties").

A. Pursuant to a Venture Loan and Security Agreement, dated as of May 15, 2001 (the "Agreement") by and among Debtor and the Secured Parties, the Secured Parties have agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, Canada, Australia and the European Community, more particularly described on Schedule 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

C. Pursuant to the Agreement, Debtor has granted to Secured Parties a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Parties 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 Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


Secured Parties' addresses are: GATX VENTURE, INC.
3687 Mount Diablo Blvd., Suite 200
Lafayette, California 94549
Attention: Contract Administration
Fax: (925) 258-6020
PH: (925) 258-6000

With a copy to:
GATX Capital Corporation
Four Embarcadero Center, Suite 2200
San Francisco, California 94111
Attention: Contract Administration
Fax: (415) 955-3410
PH: (415) 955-3371

SILICON VALLEY BANK
3003 Tasman Drive, Mail Sort #HF250
Santa Clara, California 95054
Attention: Kent Hung
Fax: (408) 748-9478
PH: (408) 654-1085

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

NEWCHANNEL, INC.

By: 

BIL HANNON CFO

(Print Name and Title)

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademark	Registration Number	Registration Date
NEWCHANNEL (Australia)	792593	11/2/1998
NEWCHANNEL (EC)	1156561	8/14/2000
NEWCHANNEL (Canada)	1013682	4/29/1999
NEWCHANNEL (USA)	75/581,242	11/2/1998

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Trademark Application	Application Number	Application Date
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None