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RECORDED



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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

5-1701
iJET TRAVEL INTELLIGENCE, INC.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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: MARCH 30, 2001

2. Name and address of receiving party(ies)

Name: IMPERIAL BANK

Internal

Address: _____

Street Address: 226 AIRPORT PARKWAY

City: SAN JOSE State: CA Zip: 95110-1024

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State California

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)
75/900,774
75/900,749

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: LYNN HOUGH

Internal Address: EMERGING GROWTH DIVISION

IMPERIAL BANK

Street Address: 11921 FREEDOM DRIVE

SUITE 920

City: RESTON State: VA Zip: 20190

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

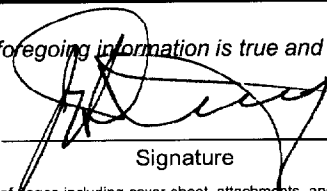
DO NOT USE THIS SPACE

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.

John C. Henry

Name of Person Signing


Signature

May 16, 2001
Date

Total number of pages including cover sheet, attachments, and document: 1

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

TRADEMARK
REEL: 002304 FRAME: 0524

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 30, 2001, by and between IMPERIAL BANK ("Bank") and iJET TRAVEL INTELLIGENCE, INC., a Delaware 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 Exhibits 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, as of the date hereof, registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, excluding intellectual property rights which are not, or do not have a reasonable possibility of becoming, material to Grantor's business and are not otherwise of significant commercial value, and which Grantor has, in the exercise of its business judgment, abandoned.

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:
2023 Admiral Melville Circle
Suite B
Annapolis, MD 21402

IJET TRAVEL INTELLIGENCE, INC.

By: 
Martin Pfinsgraff
Title: Chief Financial Officer

BANK:

Address of Bank:

226 Airport Parkway
San Jose, California 95110-1024

Attn: Corporate Banking Center

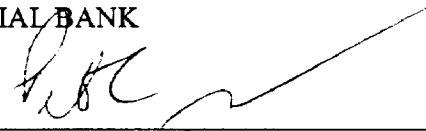
IMPERIAL BANK
By: 
Title: v.p.

EXHIBIT A

Copyrights

Description

None.

Registration
Number

Registration
Date

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Travel Information Method and Associated System	09/619,245	July 19, 2000

EXHIBIT C

Trademarks

U.S. TRADEMARK APPLICATIONS			
Mark	Class	Application No.	Filing Date
iJET (Stylized)	39	75/900,774	01-20-00
TRAVEL INTELLIGENCE	39	75/900,749	01-20-00
WORLD CUE	N/A	N/A	Not yet filed.
WOLRDCUEPRO	N/A	N/A	Not yet filed.
WORLD CUEDIRECT	N/A	N/A	Not yet filed.