

06-14-2001

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

6-8-01

101751935

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

1. Name of conveying party(ies):

NORTHERN LIGHT TECHNOLOGY, INCORPORATED

- Individual(s)
- General Partnership
- Corporation-State of Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: June 6, 2001

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

Name: GREGORY F. WHITTEN and RUTH A. WHITTEN, Husband and Wife

Internal Address: P. O. Box 329

Street Address: 8335 Overlake Drive West

City: Medina State: WA Zip: 98039

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional numbers attached? Yes No

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

Name: Paul Meier

Internal Address: _____

Street Address: Ryan Swanson & Cleveland, PLLC
1201 Third Avenue, Suite 3400

City: Seattle State: WA Zip: 98101-3034

6. Total number of applications and registrations involved:

Ten (10)

7. Total fee (37 CFR 3.41) \$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

06/13/2001 TDIAZ1 00000142 2444855

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 DP
225.00 DP

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.

PAUL MEIER

Name of Person Signing

Signature

June 8, 2001

Date

Total number of pages comprising cover sheet: Five (5)

SCHEDULE A

Registered Marks

Mark	Registration No.
NLRESEARCH.COM	2,444,855
NORTHERN LIGHT	2,224,936
NORTHERN LIGHT AND DESIGN	2,318,044
<u>WWW.NLSEARCH.COM</u>	2,313,709

Applications

Mark	Serial No.
JUST WHAT YOU'VE BEEN SEARCHING FOR	75/852772
LIVE QUERIES	75/727099
LIVE QUERY	75/802001
RESEARCH ENGINE	75/710683
WIRED DECISION MAKER	75/771655
USGOVSEARCH	75/813010

MEMORANDUM OF SECURITY AGREEMENT


THIS MEMORANDUM OF SECURITY AGREEMENT (this "Memorandum") is made and entered into as of June 6, 2001, by and among Northern Light Technology, Incorporated, a Delaware corporation ("Northern Light"), and Gregory F. Whitten and Ruth A. Whitten (collectively, "Whitten").

Northern Light is the owner of those certain trademarks and trademark applications listed on Schedule A attached hereto and incorporated herein by this reference (collectively, the "Trademarks"). For good and valuable consideration, Northern Light has granted Whitten a security interest in the Trademarks pursuant to the terms and conditions of that certain Security Agreement dated May 4, 2001 by and between Northern Light and Whitten (the "Security Agreement").

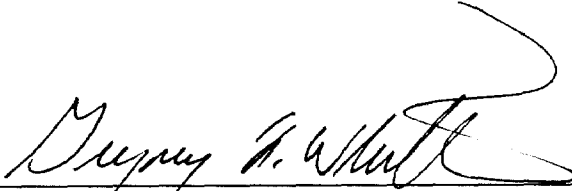
This Memorandum has been executed and recorded solely for the purpose of providing constructive notice of the Security Agreement and of its terms and conditions. This Memorandum shall not confer any greater or lesser rights, and shall not impose any greater or lesser obligations, than those created under the Security Agreement. If any inconsistency or conflict arises between the provisions of this Memorandum and the Security Agreement, the terms and conditions of the Security Agreement shall control. The Security Agreement is an unrecorded instrument, the terms and conditions of which are incorporated herein by reference as though written out at length herein.

This Memorandum shall be binding upon and inure to the benefit of the respective legal representatives, successors, and assigns of the parties hereto. The words "Northern Light" and "Whitten," wherever used herein, shall include the persons and entities names herein and their respective heirs, legal representatives, successors, and assigns.

NORTHERN LIGHT: NORTHERN LIGHT TECHNOLOGY, INCORPORATED,
a Delaware corporation

By  _____
Jeff Cooper, Chief Financial Officer

WHITTEN:

 _____
Gregory F. Whitten

 _____
Ruth A. Whitten