07-02-2001

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

RECORDATION FORM
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. 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):

VIA, INC.

6.7501

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State NV
- [ ] Other

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

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association

Internal Address:

Street Address: 135 S. LaSalle Street

City: Chicago State: IL Zip: 60603

- [ ] Individual(s) citizenship
- [x] Association National Banking
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [ ] Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: June 1, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
78009795; 76058119; 76058120

B. Trademark Registration No.(s)
2017684; 2040568; 2145081; 2145281

Additional number(s) attached [ ] Yes [x] No

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

Name: Gary P. Segal

Internal Address: Schwartz, Cooper, Greenberger & Krauss

Street Address: 180 North LaSalle, #2700

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....$ 190.00

- [x] 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.

Gary P. Segal
Name of Person Signing

Signature

June 19, 2001
Date

Total number of pages including cover sheet, attachments, and document: 9

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of the 1st day of June, 2000 by and between VIA, INC., a Nevada corporation ("Debtor"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, in its capacity as agent for the Bank as defined below (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Debtor has entered into a Credit Agreement dated as of May 31, 2000 (as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), with the Banks and the Agent, pursuant to which the Banks have agreed to make loans to, and issue or participate in letters of credit for the account of, the Debtor;

WHEREAS, the obligations of the Debtor under the Credit Agreement are to be secured pursuant to that certain Security Agreement dated as of May 31, 2000 (as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"); and

WHEREAS, the Security Agreement grants to Agent a continuing security interest in substantially all of the Debtor's assets, including, without limitation, its Intellectual Property (as defined in the Security Agreement), but it is a condition precedent for the Banks to make the loans or issue any letters of credit that the Debtor execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor agrees as follows:

1. Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Assignment for Security. To secure the complete and timely payment and satisfaction of the Liabilities, Debtor hereby grants to Agent a continuing security interest in Debtor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on **Schedule A** attached hereto and made a part hereof and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right

to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on **Schedule B** attached hereto and made a part hereof and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(c) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on **Schedule C** attached hereto and made a part hereof and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of Debtor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement. Debtor hereby assigns, transfers and conveys to Agent all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent, effective upon the occurrence of any Event of Default, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Debtor or any other Person by Agent (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Liabilities).

3. Reports of Applications. The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by Debtor. Debtor shall provide Agent on a quarterly basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations, if any, which new patents, copyrights trademarks and applications shall be subject to the terms and conditions of the Loan Agreement and this Agreement.

4. Captions. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

5. Governing Law; Rights Cumulative. This Agreement shall be a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such State. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under either the Credit Agreement, the Security Agreement or applicable law, but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of the Agent with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by applicable law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, AGENT SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT DEBTOR SHALL HAVE ALL OF SUCH RIGHTS.

6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

7. Successors and Assigns. This Agreement shall be binding upon the Debtor, the Banks and the Agent and their respective successors and assigns, and shall inure to the benefit of the Debtor, the Banks and the Agent and the successors and assigns of the Banks and the Agent.

8. Severability. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provisions hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

9. Forum Selection and Consent to Jurisdiction. **ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS**

AGREEMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THE DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE DEBTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. THE DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

10. WAIVER OF JURY TRIAL. EACH OF THE DEBTOR, THE AGENT AND EACH BANK HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Security Agreement as of the date first above written.

VIA, INC., a Nevada corporation

By: _____
Its: CEO

Address: 205 Vista Boulevard
Sparks, Nevada 89434

Accepted and Agreed to:

LASALLE BANK NATIONAL ASSOCIATION, AS AGENT
135 S. LaSalle Street
Chicago, Illinois 60603

By: _____
Its: SR. VICE PRESIDENT

STATE OF NEVADA)
) SS
COUNTY OF WASHOE)

The foregoing Intellectual Property Security Agreement Assignment was executed and acknowledged before me this 31st day of May, 2000 by THOMAS SORENSON personally known to me to be the CEO of Via, Inc., a Nevada corporation, on behalf of such corporation.

Notary Public

Notary Public - State of Nevada
Appointment Recorded in Washoe County
Expires JAN. 18, 2003

SCHEDULE A

PATENTS

U.S. Patent No.	Date Issued	Related Foreign Patents
5,765,911	June 16, 1998	

PATENT APPLICATIONS

U.S. Patent Application No.	Date Applied
6/0013,272	March 12, 1996

NY141854.1
20153810001
06/01/2000 haw

SCHEDULE B

COPYRIGHT REGISTRATIONS

Registration No.	Date
none	

COPYRIGHT APPLICATIONS

Copyright Description	Copyright Application No.	Date Applied
none		

NY141854.1
20153810001
06/01/2000 haw

SCHEDULE C

TRADEMARK REGISTRATIONS

Mark	Serial ~~Registration~~ No.	Registration no.	Date
Via logo	499,587		August 20, 1985 – expired
Interiors Via European Design Team, Inc.	499,525		February 4, 1996 – expired
Cyberchair	75/0~~8~~30,560	2017684	November 19, 1996
Cybertable	75/084,345	2040568	February 25, 1997
Cyberoffice	75/030,561	2145081	March 17, 1998
Flow	75/103,768	2145281	March 7, 1999

TRADEMARK APPLICATIONS

Mark	Trademark Application No.	Date Applied
Via (logo)	76058120	May 24, 2000
Interiors Via European Design Team, Inc.	76058119	May 24, 2000
Via	78009795	

Trademarks for "Interiors Via European Design Team, Inc.," serial number 499,525, and "Via" logo, serial number 499,587, have expired. Applications for (i) "Via" name, (ii) the "Via" logo, and (iii) "Interiors Via European Design Team, Inc." were filed with the United States Patent and Trademark Office on May 24, 2000.

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