

07-09-2001

FORM PTO-1-31-92

RECO



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

101770146

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

1. Name of conveying party(ies): **imedium inc. 7.201**

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

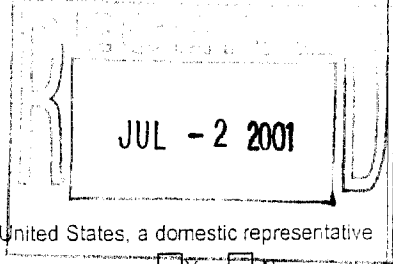
Execution Date: **4/30/01**

2. Name and address of receiving party(ies):
 Name: Silicon Valley Bank
 Internal Address: Loan Documentation ~~HC150 HA159~~
 Street Address: 3003 Tasman Drive
 City: Santa Clara State: Ca ZIP: 95054

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 trademark number(s):

A. Trademark Application No.(s)
75/676,166
76/148,392
76/029,325
76/116,718

B. Trademark Registration No.(s)
001343524 600344
10313070 600345
20017954 908119
822649080
822649241
809472

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 ~~HC150 HA159~~
 Street Address: 3003 Tasman Dr.
 City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: **13**

7. Total fee (37 CFR 3.41):s **340**
 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

07/05/2001 LMUELLER 00000168 75676166
 01 FD:481 40.00 OP
 02 FD:482 300.00 OP

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.

Janice chua
 Name of Person Signing

Signature

6/30/01
 Date

Total number of pages comprising cover sheet: **7**

OMB No 0651-0011 (exp 4/94)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 30, 2001 by and between SILICON VALLEY BANK ("Bank") and iMEDIUM, INC. ("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 March 20, 2000 (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). Bank is willing to forbear from exercising certain rights under the Loan Agreement, 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.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 Schedules 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.

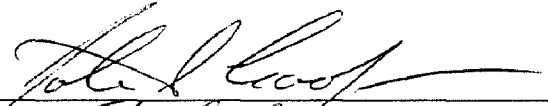
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

iMedium, Inc.

900 West Valley Road, Suite 301
Wayne, Pennsylvania 19087
Attn: Chief Financial Officer

By: 
Name: John S. Capron
Title: President + CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: _____

Attn: _____

Title: _____

IN WITNESS WHEREOF, the parties have cause 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:

iMedium, Inc.

900 West Valley Road, Suite 301
Wayne, Pennsylvania 19087
Attn: Chief Financial Officer

By: [Signature]
Name: John S. Capron
Title: PRESIDENT + CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: [Signature]
Title: Vice President

Attn: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

No registered copyrights.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/ Application Date</u>
U.S. Patent Application, entitled "METHOD AND APPARATUS FOR DYNAMICALLY GENERATING ENABLED ELECTRONIC CONTENT," claiming the benefit of U.S. Provisional Application Serial Number 60/132,747, filed April 19, 1999, entitled, "CUSTOMIZATION AND INTEGRATION OF GENERATED ADVERTISING	Serial Number 9/553,440	filed April 19, 2000
U.S. Provisional Application, entitled, "METHODS AND APPARATUS EMPLOYING MULTI-TIER DE-COUPLED ARCHITECTURE FOR ENABLING VISUAL INTERACTIVE DISPLAY."	Serial Number Pending	filed June 22, 2000
U.S. Provisional Application, entitled, "METHOD AND APPARATUS FOR CUSTOMIZATION OF INTERACTIVE DYNAMICALLY-GENERATED DISPLAY OF MEDIA CONTENT TO SINGLE OR MULTIPLE USERS IN SINGLE OR MULTIPLE CONCURRENT INSTANCES ACROSS A COMPUTER NETWORK."	Serial Number Pending	filed August 4, 2000
U.S. Provisional Application, entitled, "METHOD AND APPARATUS FOR CUSTOMIZATION OF INTERACTIVE DYNAMICALLY-GENERATED DISPLAY OF MEDIA CONTENT TO SINGLE OR MULTIPLE USERS IN SINGLE OR MULTIPLE CONCURRENT INSTANCES ACROSS A COMPUTER NETWORK."	Serial Number Pending	filed August 4, 2000
U.S. Provisional Application, entitled, "METHOD AND APPARATUS FOR DISTRIBUTIONS OF INTERACTIVE VISUAL CONTENT AND ENHANCED MEDIA."	Serial Number Pending	filed September 20, 2000
U.S. Provisional Application, entitled, "METHOD AND APPARATUS FOR PRESENTATION, DESIGN AND IMPLEMENTATION OF TRACKABLE ELECTRONIC SALES AND MARKETING COLLATERAL."	Serial Number Pending	filed October 31, 2000

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/Application Date</u>
<u>Mark: IMEDIUM</u>		
United States, Classes 9, 35, 38 & 42	75/676,166	Filed April 6, 1999. Notice of Acceptance of Statement of Use issued on March 10, 2001.
European Community, Classes 9, 35, 38 & 42	001343524	Filed October 6, 1999. Registration on October 18, 2000.
Canada	10313070	Filed October 5, 1999.
Japan	20017954	Filed February 28, 2000.
Brazil, Class 35	822649080	Filed April 24, 2000. Published in Official Bulletin of the Trademark Office on August 8, 2000
Brazil, Class 42	822649241	Filed April 24, 2000. Published in Official Bulletin of the Trademark Office on August 8, 2000
Australia	809472	Filed October 6, 1999. Registration on August 16, 2000.
New Zealand, Class 35	600344	Filed October 6, 1999. Registration effective as of April 6, 1999.
New Zealand, Class 42	600345	Filed October 6, 1999. Registration effective as of April 6, 1999.
India	908119	Filed March 7, 2000.

Mark: iMedium Design Mark



United States, Classes 9, 35 & 42 76/148,392 Filed October 16, 2000.

Mark: NTIERACTIVE

United States, Classes 9, 35 & 42 76/029,325 Filed on April 19, 2000. Notice of Allowance issued on February 20, 2001.

Mark: VIU

United States, Classes 9, 35 & 42 76/116,718 Filed on August 25, 2000.