

07-20-2001

FORM PTO-1595

1-31-92

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

JUL 17 2001

101784793

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

1. Name of conveying party(ies):  
**OnePipeline.com, Inc dba OnePipeline** *7-17-01*

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

2. Name and address of receiving party(ies):  
 Name: Silicon Valley Bank  
 Internal Address: HA155

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: ~~11/16/99~~ *6/19/2001*

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or trademark number(s):  
 If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Trademark Application No.(s)	B. Trademark No.(s)
76/156,071	76/156,373
76/156,074	76/156,375
76/156,370	76/156,376
76/156,371	76/156,377
76/156,372	

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 HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and trademark involved: 9

7. Total fee (37 CFR 3.41): .....\$ 240.00  
 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

07/19/2001 TDIAG: 00000095 76156071  
 01 FD:481 40.00 DF  
 02 FD:482 200.00 DF

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.*

**Tracy Walton**  
 Name of Person Signing

*Tracy Walton*  
 Signature

Date 06/21/01

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 June 19 2001 by and between SILICON VALLEY BANK ("Bank") and OnePipeline.com, Inc. dba OnePipeline ("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 November 16, 1999 (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 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, Patents, and Mask Works 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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:  
OnePipeline  
6322 South 3000 East #200  
Salt Lake City, Utah 84121

\_\_\_\_\_

By: Jim Nelson  
Title: CFO

Attn: Jim Nelson, CFO

BANK:

Address of Bank:

SILICON VALLEY BANK  


By: \_\_\_\_\_

Attn: \_\_\_\_\_

Title: Sup

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
American Dream (text, illustrations, photographs and compilation of terms or data)	Txu-965-257	8/21/00 (registered)
Business Relationship Agreement including Broker Agreement, Employee Agreement and AZ Agreement (text)	TX4-843-570	8/20/98 (registered)
Rapid Response Workbook (text, illustrations)	TX4-843-571	8/20/98 (registered)
Top Ten Reasons (text)	TX4-842-991	8/20/98 (registered)
Prequalification Kit (text)	TX4-842-990	8/20/98 (registered)
Recruitment Brochure, "Today's Evolving Marketplace" (text)	TX4-843-024	8/20/98 (registered)
Broker Recruitment Direct Mail, "The Rules Have Changed" (text)	TX4-843-023	8/20/98 (registered)
American Dream (text, illustrations, photographs, compilation of terms or data)	TX5-168-101	8/21/00 (registered)
Process Management Interface (text, illustrations, photographs, compilation of terms or data)		5/01 (applied for)
Jalapeno by OnePipeline (text. Illustrations)		5/01 (applied for)

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD AND APPARATUS FOR AN ADVANCED SPEECH RECOGNITION PORTAL FOR A MORTGAGE LOAN MANAGEMENT SYSTEM	09/804,942	3/13/01
INTERFACE SYSTEM FOR A MORTGAGE LOAN ORIGINATOR COMPLIANCE ENGINE	09/804,943	3/13/01
METHOD AND APPARATUS FOR A MORTGAGE LOAN TRANSACTION SERVICE PROVIDER GATEWAY	09/645,801	8/24/00
METHOD AND APPARATUS FOR A MORTGAGE LOAN TASK FLOW PROCESS	09/645,800	8/24/00
METHOD AND APPARATUS FOR A MORTGAGE LOAN MANAGEMENT SYSTEM	09/645,799	8/24/00
METHOD AND APPARATUS FOR A MORTGAGE LOAN PROCESS INTERACTION GATEWAY	09/645,798	8/24/00
METHOD AND APPARATUS FOR VERIFICATION OF A QUALIFIED MORTGAGE LOAN ORIGINATOR	09/645,796	8/24/00
METHOD AND APPARATUS FOR A MORTGAGE LOAN ORIGINATION GATEWAY	09/645,775	8/24/00
METHOD AND APPARATUS FOR WORKER COMPENSATION AND TASK PERFORMANCE REPORTING IN A MORTGAGE LOAN TRANSACTION SYSTEM	09/645,774	8/24/00
METHOD AND APPARATUS FOR A MORTGAGE LOAN ORIGINATOR COMPLIANCE ENGINE	09/645,217	8/24/00

# EXHIBIT C

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AUTOMATED COMPLIANCE ENGINE	76/156071	October 30, 2000
TAP INTO THE PIPE	76/156074	October 30, 2000
ONEPIPELINE.COM	76/156370	October 30, 2000
AUTOMATED COMPLIANCE SYSTEM	76/156371	October 30, 2000
ACS	76/156372	October 30, 2000
ONEPIPELINE	76/156373	October 30, 2000
SUCCEED IN THE FACE OF CHANGE	76/156375	October 30, 2000
AUTOMATED COMPLIANCE ENGINE (ACE)	76/156376	October 30, 2000
AUTOMATED COMPLIANCE SYSTEM (ACS)	76/156377	October 30, 2000

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None