

07-20-2001

FORM PTO-1594

(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office



To the Honorable Commissione:

original documents or copy thereof.

101784855

1. Name of conveying party(ies):

OPENDESIGN, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

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

3. Nature of Conveyance:

[] Assignment

[] Merger

[X] Security Agreement

[] Change of Name

[] Other

Execution Date: February 28, 2000

Name: IMPERIAL BANK

Address: 5330 CARILLON POINT

City: KIRKLAND State: WA Zip: 98033

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California chartered bank

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 [x] No

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

A. Trademark Application No.(s)

78/066,732

78/066,731

B. Trademark Registration No.(s)

Additional numbers attached? [X] Yes [] No

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

Name:

Erin O'Brien

Internal Address:

GRAY CARY WARE & FREIDENRICH

4365 Executive Drive, Suite 1600

San Diego, CA 92121-2189

6 Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

[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.

Erin O'Brien

Name of Person Signing

Signature

July 12, 2001

Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office, Office of Public Records

1213 Jefferson Davis Highway, 3rd Floor

Arlington, VA 22202

07/19/2001 6TON11 00000110 78066732

01 FC:481
02 FC:482

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25.00 OP

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1090371-928300

TRADEMARK
REEL: 002332 FRAME: 0375

7-13-01

RECEIVED
JUL 12 2001
U.S. PATENT AND TRADEMARK OFFICE

GRANTOR: OPENDESIGN, INC.

SECURED PARTY: IMPERIAL BANK

ENCLOSED:

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK RECORDATION COVER SHEET

FILE: 1090371-928300

DATE: 07/12/01

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Event bus architecture	60/219,304	07/19/00
Application Platform	60,249,412	11/16/00
Method and System for Account Management	09/747,307	12/22/00

Gray Cary\PA\10007493.3
1090371-928300

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Opendesign (and design)	78/066,732	05/31/01
Opendesign (and design)	78/066,731	05/31/01

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

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1090371-928300

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 28, 2000 by and between IMPERIAL BANK ("Bank") and OPENDESIGN, INC., a Delaware corporation formerly known as WHAT U WANT, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and/or to extend certain financial accommodation to Grantor (the "Loan") in the amounts and manner set forth in that certain Loan and Security Agreement dated December 22, 1999, and as amended thereafter, by and between Bank and WHAT U WANT, INC., a Washington corporation ("What U Want Washington"), whose interest has been assigned to and assumed by Grantor and amended by that certain Consent, Assignment, Assumption, and Amendment Agreement dated February 28, 2000 by and between What U Want Washington, Grantor, and Bank, and that certain Amendment to Loan and Security Agreement dated February 12, 2001 by and between Bank and Grantor (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 Loan 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.

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 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.

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 registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

12721 Bel-Red Road
Bellevue, WA 98005

Attn: Edward Jung, President

OPENDESIGN, INC., a Delaware corporation

By: 

Title: President

BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

By: 

Title: FVP + Manager

With a copy to:

Imperial Bank
5330 Carillon Point
Kirkland, WA 98033
Attn: Chris Fenner
FAX: (425) 576-2803