

07-23-2001

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



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101784971

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

1. Name of conveying party(ies): Jabber.com, Inc.

7-20

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State - Delaware, 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:

2. Name and address of receiving party(ies)

Name: France Telecom Technologies

Internal Address:

Street Address: 38-40, Rue de General-LeClerc Issay Monluineaux City: Cedex 9 State: France Zip: 92794

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

76 149975; 76 130296

B. Trademark Registration No.(s)

2148182

Additional number(s) attached Yes No

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

Name: Pantea Garroussi, Esq.

Internal Address: Davis Graham & Stubbs LLP

1550 17th Street, #500

Denver, CO 80202

Street Address: 1550 17th Street, #500

City: Denver State: CO Zip: 80202

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00

- 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

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.

Pantea Garroussi

Name of Person Signing

Signature

Date 6/26/01

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

TRADEMARK REEL: 002333 FRAME: 0037

## EXHIBIT B

### SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "*Agreement*") is made as of May 2, 2001 by and between Jabber.com, Inc., a Delaware corporation (the "*Debtor*"), and France Telecom Technologies, a French corporation (the "*Secured Party*"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Note Purchase Agreement of even date herewith (the "*Purchase Agreement*") among the Debtor, the Secured Party and Webb Interactive Services, Inc. ("*Webb*").

1. Grant of Security Interest. The Debtor, in consideration of the indebtedness described in this Agreement, grants and conveys to the Secured Party a security interest in and to all of the Debtor's existing and future right, title and interest in, to and under the Collateral as defined in Section 2 of this Agreement. This security interest is granted to the Secured Party to secure (a) the payment of all indebtedness evidenced by the Debtor's Convertible Promissory Note payable to the Secured Party (the "*Note*"), and all renewals, extensions, and modifications of the Note, (b) the payment of all other sums, with interest thereon, advanced under the terms of this Agreement, the Note, the Purchase Agreement and any other Transaction Document and (c) the Debtor's performance of its covenants, agreements and obligations under the Transaction Documents (collectively, the "*Secured Obligations*").

2. Property. The property subject to the security interest granted hereby (the "*Collateral*") is as follows:

2.1 Equipment and Fixtures. All equipment of every type and description owned by the Debtor, including (without limitation) all present and future machinery, furniture, fixtures, manufacturing equipment, shop equipment, office and recordkeeping equipment, parts, tools, supplies and other goods (except inventory) used or bought for use by the Debtor for any business or enterprise and including all goods that are or maybe attached or affixed to or otherwise become fixtures upon any real property.

2.2 Accounts Receivable, Software and Other Intangibles. All of the Debtor's accounts, chattel paper, contract rights, commissions, warehouse receipts, bills of lading, delivery orders, drafts, acceptances, notes, securities and other instruments; documents; general intangibles, patents and trademarks, applications for patents and trademarks including, without limitation, the Debtor's "Instant Messaging" software, including all source and object codes, whether created or licensed by Debtor, and all modifications and enhancements thereto.

2.3 Inventory and Other Tangible Personal Property. All of the Debtor's inventory, including all goods, merchandise, materials, raw materials, work in progress, finished goods, now owned or hereinafter acquired and held for sale or lease or furnished or to

be furnished under contracts or service agreements or to be used or consumed in the Debtor's business and all other tangible personal property of the Debtor, wherever located, now or hereafter existing.

2.4 After-Acquired Property. All property of the types described in Sections 2.1 through 2.3, or similar thereto, that at any time hereafter may be acquired by Debtor including, but not limited to, all accessions, parts, additions and replacements.

2.5 Products and Proceeds. All products and proceeds of the Collateral, including, without limitation, all dividends, income, collections or distributions associated therewith and the products and proceeds from the sale or other disposition of any of the Collateral described or referred to in Sections 2.1 through 2.4, including (without limitation) all accounts, instruments, chattel paper or other rights to payment, money, insurance proceeds and all refunds of insurance premiums due or to become due under all insurance policies covering the forgoing property.

Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "*Collateral*" shall not include any contract right or licenses to the extent that any such contract or license prohibits the granting of a security interest therein, and the granting of a security interest in such contract or license would cause the Debtor to be in breach thereof or otherwise lose its rights thereunder.

3. Representations and Warranties. The Debtor hereby represents and warrants to the Secured Party that:

3.1 Except for the security interest granted to the Secured Party pursuant to this Agreement, the Debtor owns or holds each item of the Collateral free and clear of any and all adverse claims, security interests, encumbrances, liens, options, preferential rights, charges or other right, title or interest of any person other than the Debtor (collectively, "*Liens*"), other than [Permitted Liens]. No financing statement under the UCC of any state which names Debtor as the debtor or other public notice, recording or filing with respect to all or any part of the Collateral is on file or of record in any public office. The Debtor has not heretofore agreed to or signed any pledge, assignment or security agreement (other than this Agreement) that covers any of the Collateral, which pledge, assignment or security agreement is still in full force and effect. No Collateral is in the possession of any person other than the Debtor asserting any claim thereto or security interest therein.

3.2 The security interests granted pursuant to this Agreement (a) constitute valid security interests in all of the Collateral in favor of the Secured Party as collateral security for the Secured Obligations, enforceable in accordance with the terms hereof against all creditors of Debtor and (b) are prior in right and interest to all other Liens on the Collateral in existence on the date hereof, [except for Permitted Liens].

3.3 The Debtor's principal place of business and chief executive office and the office where the Debtor keeps its books and records concerning the Collateral is located at the address set forth below the Debtor's name on the signature page of this Agreement. All of the Debtor's equipment and inventory is located at the places specified in Schedule 3.3 hereto.

3.4 The preamble of this Agreement states the full and correct legal name of the Debtor and the Debtor does not conduct business under any other name.

3.5 No consents or authorizations of, filing with, or other act by or in respect of any governmental agency, bureau, authority or other instrumentality (other than filings pursuant to the Uniform Commercial Code) and no consent of any other person or entity is required in connection with the execution, delivery, performance, validity or enforceability against Debtor of this Agreement.

4. Covenants. Until the Secured Obligations have been paid in full, the Debtor covenants and agrees that:

4.1 The Debtor shall promptly after the date of this Agreement file all Uniform Commercial Code financing statements, make all such other filings or recordations and take all actions necessary or appropriate to perfect and protect the security interests in the Collateral granted hereby. The Debtor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 3.2 and shall defend such security interest against the claims and demands of all persons whomsoever.

4.2 The Debtor will furnish to the Secured Party from time to time statements and schedules further identifying and describing the assets and property of the Debtor and such other reports in connection therewith as the Secured Party may reasonably request, all in reasonable detail.

4.3 The Debtor shall not (i) create or suffer to exist any Lien or other charge or encumbrance upon or with respect to any of the Collateral, (ii) file or consent to the filing of any pledge, financing statement, security agreement or other instrument covering the Collateral or any portion thereof, other than financing statements in favor of Secured Party hereunder, (iii) enter into or execute, or agree to enter into, any pledge, security agreement, assignment or financing statement covering the Collateral or any portion thereof, other than in favor of Secured Party.

4.4 The Debtor shall not sell, transfer, assign or otherwise dispose of any of the Collateral without the Secured Party's prior written consent, except for sales, transfers, assignments and other dispositions of Collateral in the normal course of business consistent with the Debtor's current practice and procedure.

4.5 The Debtor shall comply in all material respects with all federal, state and local laws, statutes, rules and regulations applicable to the Collateral or any part thereof or to the operation of Debtor's business.

4.6 The Debtor will not, except upon twenty (20) days' prior written notice to the Secured Party and delivery to the Secured Party of all additional executed financing statements and other documents reasonably requested by the Secured Party to maintain the validity, perfection and priority of the security interests provided for herein:

(i) permit any of the Debtor's inventory or equipment (except mobile goods) to be kept at a location other than that listed on Schedule 3.3 hereto;

(ii) change its jurisdiction of organization or the location of its chief executive office from that referred to herein; or

(iii) change its name, identity or corporate structure, or adopt or operate under a new name, to such extent that any financing statement filed to perfect the security interest granted hereby would become misleading.

4.7 The Debtor will promptly notify the Secured Party in writing of (i) any Lien (other than as granted to the Secured Party) on any of the Collateral which could adversely affect the ability of the Secured Party to exercise any of its remedies hereunder and (ii) the occurrence of any other event which could reasonably be expected to have a material adverse effect on the value of the Collateral or on the security interests created hereby.

5. Protection of Secured Party's Security. If an Event of Default, as defined in the Purchase Agreement, has occurred and is continuing, or if any action or proceeding is commenced which could have a material adverse effect on the Collateral or title thereto or the interest of the Secured Party, then the Secured Party, at the Secured Party's option, may make such appearance, disburse such sums and take such action as the Secured Party deems necessary, in its sole discretion, to protect the Secured Party's interest; provided, however, the Secured Party may undertake the foregoing only if it has first provided written notice of the Event of Default to the Debtor and the Debtor has failed to cure such default within any applicable cure period. Any amounts disbursed by Secured Party pursuant to this Section 3, with interest thereon, shall become additional indebtedness of the Debtor secured by this Agreement. Nothing contained in this Section 3 shall require the Secured Party to incur any expense or take any action.

6. Forbearance by Secured Party Not a Waiver. Any forbearance by the Secured Party in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any right or remedy. The acceptance by the Secured Party of payment of any sum secured by this Agreement after the due date of such payment shall not be a waiver of the Secured Party's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. No action taken by the Secured Party shall waive the Secured Party's right to

accelerate the indebtedness secured by this Agreement and seek such other remedies as are provided by this Agreement, the Purchase Agreement and/or applicable law.

7. Uniform Commercial Code Security Agreement. This Agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for the Collateral which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code of Delaware, Colorado or any applicable jurisdiction where the Collateral may be located (the "UCC"), and the Debtor grants the Secured Party a security interest in the Collateral. The Debtor agrees and authorizes the Secured Party to file any appropriate document in the appropriate jurisdiction as a financing statement for any of the Collateral and to file any extension, renewal and amendment thereto. In addition, the Debtor agrees to execute and deliver to the Secured Party, upon the Secured Party's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Agreement and/or the Purchase Agreement in such form as the Secured Party may require to perfect a security interest with respect to the Collateral. The Debtor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases. Upon the occurrence and during the continuance of an Event of Default (as such term is defined in the Purchase Agreement), the Secured Party shall have the remedies of a secured party under the UCC and, at the Secured Party's option, may also invoke the other remedies provided in this Agreement and/or the Purchase Agreement as to such items. In exercising any of said remedies, the Secured Party may proceed against any or all of the Collateral separately or together and in any order whatsoever, without in any way affecting the availability of the Secured Party's remedies under the UCC or of the other remedies provided in this Agreement and/or the Purchase Agreement.

8. Events of Default. The Debtor shall be in default under this Agreement upon the occurrence of an Event of Default under the Note, the Purchase Agreement or any other Transaction Document.

9. Rights of Secured Party.

9.1 The Secured Party shall have and may exercise with reference to the Collateral and the Secured Obligations any and all of the rights and remedies of a secured party under the UCC and as otherwise granted herein or under any other Transaction Documents or under any other applicable law, whether at law or in equity, including, without limitation, the right and power to sell, at public or private sale or sales, or otherwise dispose of, or otherwise utilize the Collateral and any part or parts thereof in any manner authorized or permitted under said UCC after default by a debtor, and to apply the proceeds thereof toward payment of any costs and expenses and attorneys' fees and expenses thereby incurred by the Secured Party and toward payment of the Obligations in such order or manner as the Secured Party may elect. Specifically, and without limiting the foregoing, the Secured Party shall have the right to take possession of all or any part of the Collateral or any security thereof and of all books, records, papers and documents of the Debtor or in the Debtor's possession or control relating to the Collateral which are not already in the Secured Party's possession, and for such

purpose may enter upon any premises upon which any of the Collateral or any of said books, records, papers and documents are located and remove the same therefrom without any liability for trespass or damages thereby occasioned. To the extent permitted by law, the Debtor expressly waives any notice of sale or other disposition of the Collateral and all other rights or remedies of a debtor or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of the Secured Party existing after default hereunder; and to the extent any such notice is required and cannot be waived, the Debtor agrees that if such notice is given at least ten days prior to the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale.

9.2 In the event the Secured Party elects not to sell the Collateral, the Secured Party shall follow the procedures set forth in the UCC for retaining the Collateral in satisfaction of the Debtor's obligation, subject to the Debtor's rights under such procedures.

10. Remedies Cumulative. Each remedy provided in this Agreement and/or the Purchase Agreement is distinct and cumulative to all other rights or remedies under this Agreement and/or the Purchase Agreement or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

11. Further Assurances. The Debtor agrees to take such actions and to execute such documents and instruments and such other or different writings as the Secured Party may reasonably request (and irrevocably authorizes the Secured Party to execute such writings as the Debtor's agent and attorney-in-fact) further to perfect, confirm and assure the Secured Party's security interest in the Collateral and to assist the Secured Party's realization thereon including, without limitation, the right to receive, indorse and collect all instruments made payable to the Debtor.

12. Secured Party Appointed Attorney-in-Fact. The Debtor hereby irrevocably appoints the Secured Party the Debtor's attorney-in-fact, with full authority in the place and stead of the Debtor and in the name of the Debtor or otherwise, upon the occurrence and during the continuance of an Event of Default, from time to time in the Secured Party's discretion, to take any action and to execute any instrument that the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to obtain and adjust insurance, to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral, to receive, indorse and collect any drafts, instruments or documents and to file any claims or take any action or institute any proceedings that the Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce compliance with the rights of the Secured Party with respect to any of the Collateral.

13. Indemnity and Expenses. The Debtor agrees to indemnify the Secured Party and the officers, directors, employees and agents of the Secured Party (with the foregoing referred to collectively as the "*Indemnified Parties*"), for, and to hold each Indemnified Party harmless against, any loss, liability, claim, judgment, settlement, compromise, obligation, damage or penalty of any kind or nature, including the costs and expenses of the Indemnified Party incurred in defending itself against any claim of liability in connection with or arising out of this Agreement, unless arising from the gross negligence or willful misconduct of such Indemnified Party.

14. Costs and Expenses. The Debtor agrees to pay on demand all costs and expenses, including reasonable attorneys fees' and court costs, of the Secured Party in connection with the enforcement of this Agreement (whether suit is commenced or not).

15. Notices, etc. All notices, requests, consents and other communications hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person, sent by facsimile transmission to the number set forth below, or such other number as may hereinafter be designated in writing by the recipient to the sender listing all parties, or duly sent by first class registered or certified mail, return receipt requested, postage prepaid, or overnight delivery service (e.g., Federal Express), addressed to such party at the address set forth below or such other address as may hereafter be designated in writing by the addressee to the sender. All notices and communications shall be deemed to have been received: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date of transmission as noted on the confirmation of transmission; and (c) in the case of mailing or delivery by service, on the date of delivery as shown on the return receipt or delivery service statement.

16. Entire Agreement, Savings Clause, Assigns and Governing Law. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. If any provision of this Agreement, or the application of such provision to any person or circumstance, is held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

17. Amendment. The Agreement may be amended only in writing signed by the Secured Party and the Debtor.

[The balance of this page left blank intentionally.]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

THE DEBTOR:

JABBER.COM, INC.

By: [Signature]  
Its: President & CEO

Address:

1899 Wynkoop, Suite 600  
Denver, CO 80202

Phone: (303) 296-9200  
Fax: 207 308 3215

THE SECURED PARTY:

FRANCE TELECOM TECHNOLOGIES

By: [Signature]  
Its: Director General

Address:

38-40 rue de Cambodge  
92792 Issy-les-Moulineaux  
France

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

[Signature]

017 7940102