

07-30-2001

T

U.S. Department of Commerce

Patent and Trademark Office



101793586

To the Honorable Commissioner of Patents and Tr:

ments or copy thereof.

1. Name of conveying party(ies):

Magnet Communications, Inc.
1349 W. Peachtree Street
Suite 1300
Atlanta, Georgia 30309

07/23/01

- Individual
- General Partnership
- Corporation-State: Georgia
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 28, 2001

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

A. Trademark Application No(s): 76/074,533; 76/088,361; 76/096,497; 76/096,496; 76/101,564; 76/096,498; 76/089,708

Additional numbers attached? Yes No

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

W. Christopher Matton
Kilpatrick Stockton LLP
3737 Glenwood Avenue, Suite 400
Raleigh, North Carolina 27612

Name and address of receiving party(ies):

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, California 95054

JUL 20

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other California State 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 No

6. Trademark Registration No(s):

B. Trademark Registration No(s):

6. Total number of applications and registrations involved: 7

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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.

W. Christopher Matton
Name of Person Signing

Signature

June 29, 2001
Date

Total number of pages comprising cover sheet: 1

Do not detach this portion

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

07/27/2001 LINDLER 0000097 76074533

01 FC:481 40.00 OP
02 FC:482 150.00 OP

TRADEMARK
REEL: 2335 FRAME: 0931

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated June 28, 2001, is between SILICON VALLEY BANK ("Bank") and MAGNET COMMUNICATIONS, INC. ("Grantor").

RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement, dated as of the date hereof (the "Loan Agreement"), but only if Grantor grants to Bank a specific security interest in its Copyrights, Trademarks, and Patents pursuant to the terms and conditions hereof.

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired, to all the Collateral.

C. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Loan Agreement.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property (as defined in the Loan Agreement and including, without limitation, the Copyrights, Patents, and Trademarks listed on Schedules A, B, and C), and all proceeds thereof (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part, but excluding any of Grantor's rights under licenses from third parties that cannot be transferred.

If any Copyright, Patent or Trademark application is made or registration issues to Grantor after the date hereof, within thirty (30) days of such application or receipt of such certificate, Grantor will deliver to Bank a copy of such application and certificate and an assignment for security in such Copyright, Patent or Trademark application or registration, in form reasonably satisfactory to Bank. In the event Grantor fails to take any action to maintain any Copyright, Patent or Trademark of Grantor, Bank may, in Bank's sole discretion and at Grantor's sole expense, take such action as is reasonably necessary to maintain any such Copyright, Patent or Trademark of Grantor. Notwithstanding the foregoing, Grantor's obligations to provide an assignment for security in any future Copyright, Patent or Trademark applications or registrations shall be subject to the interest of any third party in such applications or registrations and Grantor obtaining the consent of, or waiver by, any third party whose consent or waiver is necessary for Grantor's interest in such applications or registrations to be deemed Collateral under this Agreement and the Loan Agreement. In such event, Grantor will use its best efforts to promptly obtain any such consent or waiver.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights, powers and interests are cumulative with every right, power or remedy provided herein. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

This Agreement shall be governed by the laws of the State of Georgia, without regard for choice of law provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SILICON VALLEY BANK

MAGNET COMMUNICATIONS, INC.



(Signature)



(Signature)

Division Mgr.

(Title)

President

(Title)

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Learn the Secret: Corporate Manual	TX 5-312-487	Dec. 6, 2000
Lockbox Reference Guide: Release 3.2		Dec. 12, 2000
Drafts Reference Guide: Release 3.2		Dec. 12, 2000
Digital Certificates Administration Guide: Release 3.1		Dec. 12, 2000
Controlled Disbursement Reference Guide: Release 3.2		Dec. 12, 2000
Cash Concentration Reference Guide: Release 3.2		Dec. 12, 2000
Automated Clearing House Reference Guide: Release 3.2		Dec. 12, 2000
Money Transfer Reference Guide: Release 3.2		Dec. 12, 2000
Online Enrollment Reference Guide: Release 3.1		Dec. 12, 2000
System Mail Reference Guide: Release 3.2		Dec. 12, 2000
Stop Pay Reference Guide: Release 3.2		Dec. 12, 2000
Challenge Manager Reference Guide: Release 3.2		Dec. 12, 2000
Positive Pay Reference Guide: Release 3.1		Dec. 12, 2000

SCHEDULE B

Patents

Description

Application Number

Application Date

None

SCHEDULE C

Trademarks

<u>Description</u>	<u>Serial/Reg. Number</u>	<u>Filing Date</u>
MAGNET	76/074,533	June 21, 2000
THE INTERNET BUSINESS BANKING AUTHORITY	76/088,361	July 12, 2000
BE THE BANK THAT BUSINESS TURNS TO	76/096,497	July 25, 2000
IPORTBIZ	76/096,496	July 25, 2000
MAGNET – IC4	76/101,564	August 2, 2000
MAGNET COMMUNICATIONS (Federal)	76/089,708	July 14, 2000
MAGNET COMMUNICATIONS (Georgia)	T-18798	July 18, 2000
MAGNET COMMUNICATIONS (Illinois)	086487	Dec. 28, 2000
Corporate logo/symbol	76/096,498	July 25, 2000