

07-31-2001

FORM PTO-
1-31-92



101793909
TRADEMARK ONLY

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
360Commerce, Inc. *07/24/01*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other LLC

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

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

Execution Date: 7/2/01

2. Name and address of receiving party(ies):
Name: Silicon Valley Bank
Internal Address: Loan Documentation HA155
Street Address: 3003 Tasman Drive
City: Santa Clara State: Ca ZIP: 95054

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **DE**
 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)
75/537,258
75/939,261
76/025,217
76/216,816
76/025,216

B. Trademark Registration No.(s)

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 registrations involved: 5

7. Total fee (37 CFR 3.41):\$ ~~165.00~~ ^{140.00}
 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

07/30/2001 TBIAZI 00000140 75537258
01 FC:481 40.00 DP
02 FC:482 100.00 DP

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.

Shannon Hubbard
Name of Person Signing *Shannon Hubbard*
Signature

7/16/01
Date

Total number of pages comprising cover sheet: 5

OMB No 0651 -0011 (exp 4/94)

TRADEMARK
REEL: 002336 FRAME: 0716

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 2, 2001 by and between SILICON VALLEY BANK ("Bank") and 360Commerce, 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 July 2, 2001 (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.

Address of Grantor:

11800 Stonehollow Drive
Austin, TX 78758

Attn: _____

Address of Bank:

9020 Capital of Texas Hwy. North
Austin, TX 78759

Attn: _____

GRANTOR:

360Commerce, Inc.

By: Jana Wilson

Title: CFO

BANK:

SILICON VALLEY BANK

By: [Signature]

Title: Vice President

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

*See following
chart*

360COMMERCE, INC.
Status Chart of Trademark Applications (Updated 6/28/01)

AGSHF File No.	Mark	Country	Application Date	Application Serial No.	Status
043891.0012	CORNERSTONE RETAIL SOLUTIONS	U.S.	8/14/98	75/537,258	Office Action issued 9/30/99 suspending action on this application pending the disposition of Application Serial No. 75/315,661 which has also been suspended
043891.0019	360COMMERCE (Stylized)	U.S.	3/6/00	75/939,261	Published for Opposition 2/20/01; Awaiting Notice of Allowance
043891.0020	Miscellaneous Design	U.S.	4/13/00	76/025,217	Approved for publication 4/20/01
043891.0021	EXTENDYOURSTORE and Design	U.S.	4/13/00	76/025,216	Notice of Publication issued 6/27/01
043891.0022	EXTENDYOURSTORE	U.S.	4/13/00	76/025,215	Published for Opposition 6/12/01; Notice of Allowance will be issued if no opposition is filed within 30 days of publication date
043891.0023	360COMMERCE (Stylized)	Mexico	8/31/00	445298	Application still pending
043891.0024	360COMMERCE (Stylized)	Canada	9/5/00	1,073,651	Application still pending
043891.0025	EXTENDYOURSTORE	Canada	9/15/00	1,075,102	Application still pending
043891.0026	EXTENDYOURSTORE	Mexico	9/22/00	449036	Application still pending
043891.0027	EXTENDYOURSTORE and Design	Canada	9/15/00	1,075,101	Application still pending
043891.0028	EXTENDYOURSTORE and Design	Mexico	9/22/00	449037	Application still pending
043891.0029	CROSSREACH	U.S.	2/26/01	76/216,816	Application still pending; Awaiting first Office Action