

08-28-2001



To the Honorable Commissioner c

attached original documents or copy thereof.

101824398

08/17/01

1. Name of conveying party(ies):

IMEDIUM, INC.
900 West Valley Road, Suite 301
Wayne, Pennsylvania 19087

- Individual(s) Association
 - General Partnership Limited Partnership
 - Corporation-State
 - Other _____
- Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Safeguard 2001 Capital, L.P.

Internal Address: _____

Street Address: 435 Devon Park Drive

City: Wayne State: PA ZIP: 19087

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

3. Nature of conveyance:

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

Execution Date: April 30, 2001

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

A. Trademark Application No.(s)

75/676,166 76/148,392
76/029,325 76/116,718

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: Patricia Corrigan

Internal Address: Hale and Dorr LLP

Street Address: 60 State Street

City: Boston State: MA ZIP: 02109

6. Total number of applications and registration involved:

4

7. Total fee (37 CFR 3.41) \$ 160.00

Enclosed

Authorized to be charged to deposit account
Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number:

08-0219

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

08/27/2001 AAHMED1 00000115 080219 75676166
01 FC:481 40.00 CH
75.00 CH

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.

Hollie L. Baker

Name of Person Signing

Hollie L. Baker

Signature

Aug. 15, 2001

Date

Total number of pages including cover sheet, attachments, and document:

10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ADDITIONAL RECEIVING PARTIES

PURCHASERS:

TL Ventures IV L.P.

435 Devon Park Drive

700 Building

Wayne, PA 19087-1990

TL Ventures IV Interfund L.P.

435 Devon Park Drive

700 Building

Wayne, PA 19087-1990

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 30, 2001 by and between the purchasers listed on the signature page attached hereto (each a "Purchaser" and, collectively, the "Purchasers") and iMedium, Inc. ("Grantor").

RECITALS

A. The Purchasers have agreed to make certain advances of money to Grantor (the "Loans") in the amounts and manner set forth in that certain Securities Purchase Agreement by and among the Purchasers and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Purchase Agreement").

B. Pursuant to the terms of that certain Security Agreement dated as of the date hereof by and among the Purchasers and Grantor (the "Security Agreement"), Grantor has granted to the Purchasers 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 (as defined in the Security Agreement), which security interest shall be subordinate only to the security interest held by Silicon Valley Bank (the "Bank") in 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 the Secured Obligations (as defined in the Security Agreement), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Secured Obligations under the Security Agreement, Grantor grants and pledges to the Purchasers a security interest in all of Grantor's right, title and interest in, to and under its intellectual property Collateral (including without limitation (as defined in the Security Agreement) 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 the Purchasers under the Security Agreement and is subordinate to the security interest of the Bank in the Collateral. The rights and remedies of the Purchasers with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the Notes (as defined in the Security Agreement), and those which are now or hereafter available to the Purchasers as a matter of law or equity. Each right, power and remedy of the Purchasers provided for herein or in the Security Agreement or any of the Notes, 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 the Purchasers of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security

Agreement, the Security Agreement or any of the Notes, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Purchasers, of any or all other rights, powers or remedies.

[Signature page follows]

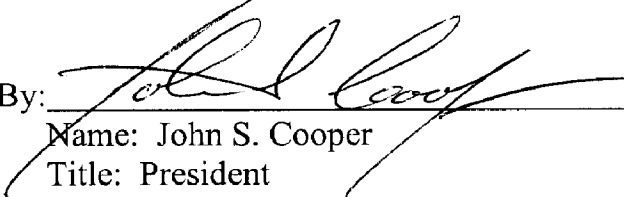
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

900 West Valley Road, Suite 301
Wayne, Pennsylvania 19087
Attn: Director of Finance

IMEDIUM, INC.

By: 
Name: John S. Cooper
Title: President

PURCHASERS:

Address of Purchasers:

435 Devon Park Drive
800 The Safeguard Building
Wayne, PA 19087

SAFEGUARD 2001 CAPITAL, L.P.

By: Safeguard Delaware, Inc.,
its general partner

By: _____
Name:
Title:

435 Devon Park Drive
700 Building
Wayne, PA 19087-1990

TL VENTURES IV L.P.

By: TL Ventures IV Management L.P.,
its general partner

By: TL Ventures IV LLC,
its general partner

By: _____
Name:
Title:

435 Devon Park Drive
700 Building
Wayne, PA 19087-1990

TL VENTURES IV INTERFUND L.P.

By: TL Ventures IV LLC,
its general partner

By: _____
Name:
Title:

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:

900 West Valley Road, Suite 301
Wayne, Pennsylvania 19087
Attn: Director of Finance

IMEDIUM, INC.

By: _____
Name: John S. Cooper
Title: President


PURCHASERS:

Address of Purchasers:

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800 The Safeguard Building
Wayne, PA 19087

SAFEGUARD 2001 CAPITAL, L.P.

By: Safeguard Delaware, Inc.,
its general partner

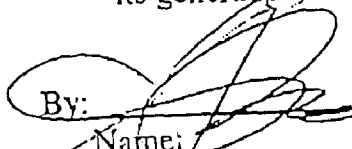
By:  _____
Name:
Title: VP

435 Devon Park Drive
700 Building
Wayne, PA 19087-1990

TL VENTURES IV L.P.

By: TL Ventures IV Management L.P.,
its general partner

By: TL Ventures IV LLC,
its general partner

By:  _____
Name:
Title:

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TL VENTURES IV INTERFUND L.P.

By: TL Ventures IV LLC,
its general partner

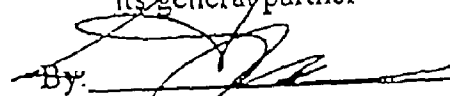
By:  _____
Name:
Title:

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

No registered copyrights.


EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/ Application Date</u>
U.S. Patent Application, entitled "METHOD AND APPARATUS FOR DYNAMICALLY GENERATING ENABLED ELECTRONIC CONTENT," claiming the benefit of U.S. Provisional Application Serial Number 60/132,747, filed April 19, 1999, entitled, "CUSTOMIZATION AND INTEGRATION OF GENERATED ADVERTISING	Serial Number 9/553,440	filed April 19, 2000
U.S. Provisional Application, entitled, "METHODS AND APPARATUS EMPLOYING MULTI-TIER DE-COUPLED ARCHITECTURE FOR ENABLING VISUAL INTERACTIVE DISPLAY."	Serial Number Pending	filed June 22, 2000
U.S. Provisional Application, entitled, "METHOD AND APPARATUS FOR CUSTOMIZATION OF INTERACTIVE DYNAMICALLY-GENERATED DISPLAY OF MEDIA CONTENT TO SINGLE OR MULTIPLE USERS IN SINGLE OR MULTIPLE CONCURRENT INSTANCES ACROSS A COMPUTER NETWORK."	Serial Number Pending	filed August 4, 2000
U.S. Provisional Application, entitled, "METHOD AND APPARATUS FOR CUSTOMIZATION OF INTERACTIVE DYNAMICALLY-GENERATED DISPLAY OF MEDIA CONTENT TO SINGLE OR MULTIPLE USERS IN SINGLE OR MULTIPLE CONCURRENT INSTANCES ACROSS A COMPUTER NETWORK."	Serial Number Pending	filed August 4, 2000
U.S. Provisional Application, entitled, "METHOD AND APPARATUS FOR DISTRIBUTIONS OF INTERACTIVE VISUAL CONTENT AND ENHANCED MEDIA."	Serial Number Pending	filed September 20, 2000
U.S. Provisional Application, entitled, "METHOD AND APPARATUS FOR PRESENTATION, DESIGN AND IMPLEMENTATION OF TRACKABLE ELECTRONIC SALES AND MARKETING COLLATERAL. "	Serial Number Pending	filed October 31, 2000

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/Application Date</u>
<u>Mark: IMEDIUM</u>		
United States, Classes 9, 35, 38 & 42	75/676,166	Filed April 6, 1999. Notice of Acceptance of Statement of Use issued on March 10, 2001.
European Community, Classes 9, 35, 38 & 42	001343524	Filed October 6, 1999. Registration on October 18, 2000.
Canada	10313070	Filed October 5, 1999.
Japan	20017954	Filed February 28, 2000.
Brazil, Class 35	822649080	Filed April 24, 2000. Published in Official Bulletin of the Trademark Office on August 8, 2000
Brazil, Class 42	822649241	Filed April 24, 2000. Published in Official Bulletin of the Trademark Office on August 8, 2000
Australia	809472	Filed October 6, 1999. Registration on August 16, 2000.
New Zealand, Class 35	600344	Filed October 6, 1999. Registration effective as of April 6, 1999.
New Zealand, Class 42	600345	Filed October 6, 1999. Registration effective as of April 6, 1999.
India	908119	Filed March 7, 2000.
<u>Mark: iMedium Design Mark</u> 		
United States, Classes 9, 35 & 42	76/148,392	Filed October 16, 2000.
<u>Mark: NTIERACTIVE</u>		
United States, Classes 9, 35 & 42	76/029,325	Filed on April 19, 2000. Notice of Allowance issued on February 20, 2001.
<u>Mark: VIU</u>		
United States, Classes 9, 35 & 42	76/116,718	Filed on August 25, 2000.