



08-29-2001



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RE

Form PTO-159 (Rev. 03/01) OMB No. 0651-0027

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

Tab settings

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

1. Name of conveying party(ies):

Chatfish Inc.

8-29-01

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: April 27, 2001

2. Name and address of receiving party(ies)

Name: Southeast Interactive Technology Internal Fund III, L.P.

Address:

Street Address: 630 Davis Drive, Suite 220

City: Morrisville State: NC Zip: 27560

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

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

A. Trademark Application No.(s) 76/152,408

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Johnathan H. Short, Esq.

Internal Address:

Long Aldridge & Norman LLP

Street Address: 303 Peachtree Street

Suite 5300

City: Atlanta State: GA Zip: 30308

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:

N/A

(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.

Johnathan H. Short

Name of Person Signing

Signature

4/30/01

Date

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

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

08/29/2001 00000129 7652408 05:40P

TRADEMARK

REEL: 002357 FRAME: 0519



## SECURED PARTIES

Southeast Interactive Technology Fund III, L.P.  
630 Davis Drive, Suite 220  
Morrisville, North Carolina 27560  
Facsimile: (919) 558-2025

Southeast Euro Interactive Technology Fund III, L.P.  
630 Davis Drive, Suite 220  
Morrisville, North Carolina 27560  
Facsimile: (919) 558-2025

Southeast Interactive Affiliates Fund III, L.P.  
630 Davis Drive, Suite 220  
Morrisville, North Carolina 27560  
Facsimile: (919) 558-2025

SBK Capital LLC  
817 West Peachtree Street, Suite 700  
Atlanta, Georgia 30308

John G. Hogan  
c/o SBK Capital, LLC  
817 West Peachtree Street, Suite 700  
Atlanta, Georgia 30308

Cordova Intellimedia Ventures, L.P.  
2500 Intelimedia Ventures, L.P.  
2500 Northwinds Pkwy., Ste. 475  
Alpharetta, Georgia 30004



Trademarks

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CHATFISH	Australia	App. 857940	11/21/00
	Canada	App. 1,083,647	11/22/00
	EC	App. 001940667	11/6/00
	US	App. 011821	3/29/00
CHATFISH & DESIGN	US	App. 76/152,408	10/24/00
CHATFISH-ENABLED	US	App. 76/011,815	3/29/00
DESIGN ONLY (Logo)	US	App. 76/011,818	3/29/00



CTY# YEAR UCC #  
060200108707

## SCHEDULE 1

### COLLATERAL DESCRIPTION

In order to secure the payment when due of any and all Indebtedness, Debtor hereby pledges to the Secured Parties and grants to the Secured Parties a security interest in and to the following properties (collectively, the "Collateral"):

(a) All of Debtor's inventory (as defined in the Uniform Commercial Code (the "UCC"), both now owned and hereafter acquired, including, without limitation, all goods, merchandise, raw materials, goods in process, finished goods and other tangible personal property both now owned and hereafter acquired by Debtor and held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Debtor's business, and all proceeds thereof any products made or processed from such inventory, as well as all additions and accessions thereto and substitutions and replacements for any thereof;

(b) All of Debtor's tangible personal property, both now owned and hereafter acquired, including, without limitation, all equipment, consumer goods, furniture, fixtures, machinery, operating equipment, assembly and production equipment, engineering and electrical equipment, and all proceeds of any thereof, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for the Debtor, as well as all additions and accessions thereto and substitutions and replacements for any thereof excluding property held by Debtor pursuant to leases currently in effect;

(c) All intellectual property of Debtor currently in existence or developed in the future including, without limitation, all patents, patent applications, copyrights, copyright applications, trademarks, trademark applications and trade secrets, and further includes any and all tangible and intangible products, discoveries, developments, designs, improvements, inventions, formulas, processes, techniques, know-how, data and software source code whether or not registrable or patentable under statute, whenever made, conceived, reduced to practice, learned or developed by or for Debtor (including, without limitation, any and all of Debtor's Copyrights, Patents, Trademarks and Mask Works as listed on Exhibits B, C, D, and E), and including, without limitation, all proceeds thereof (such as by 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;

(d) All of Debtor's other intangible personal property, cash on hand and cash in and deposits with banks or other financial institutions, whether now owned or hereafter acquired, including, without limitation, all accounts, chattel paper, documents, instruments and general intangibles, as those terms are defined in the UCC in the local law of the jurisdiction where the Collateral is located, as in effect on the date hereof, all contracts, shares of stock, bonds, notes, evidences of indebtedness and other securities, bills, notes and accounts receivable, interests in life insurance policies, claims, credits, choses in action, licenses, permits, franchises and grants;

(e) All rights, title and interests, now owned or hereafter acquired (other than property that may be held by Debtor pursuant to leases) to all other property and assets, real, personal or mixed;

(f) All awards in respect of any "Taking" (as used herein, a "Taking" shall mean a taking, conveyance or sale of all or any part of the Collateral or any interest therein or right accruing thereto, as a result of, or in lieu or anticipation of, the exercise of the right of appropriation, confiscation, condemnation or eminent domain);

(g) All rents, income and issues arising from or in connection with, and all proceeds of, any of the foregoing; and

(h) All other real, personal and mixed (tangible and intangible) property of every character and wherever situated, now owned and hereafter acquired (other than property that may be held by Debtor pursuant to leases) by Debtor.

Debtor acknowledges and agrees that, with respect to any term used herein that is defined in either (i) Article 9 of the U.C.C. as in force in the jurisdiction of law of which governed the security interest at the time the Debtor entered into the security agreement or, (ii) Article 9 of the U.C.C. as in force at any relevant time in the jurisdiction in which this financing statement is filed, the meaning to be ascribed thereto with respect to any particular item of property shall be that under the more encompassing of the two definitions.

**EXHIBIT A**

**SECURED PARTIES**

Southeast Interactive Technology Fund III, L.P.  
630 Davis Drive, Suite 220  
Morrisville, North Carolina 27560  
Facsimile: (919) 558-2025

Southeast Euro Interactive Technology Fund III, L.P.  
630 Davis Drive, Suite 220  
Morrisville, North Carolina 27560  
Facsimile: (919) 558-2025

Southeast Interactive Affiliates Fund III, L.P.  
630 Davis Drive, Suite 220  
Morrisville, North Carolina 27560  
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SBK Capital LLC  
817 West Peachtree Street, Suite 700  
Atlanta, Georgia 30308

John G. Hogan  
c/o SBK Capital, LLC  
817 West Peachtree Street, Suite 700  
Atlanta, Georgia 30308

Cordova Intellimedia Ventures, L.P.  
2500 Intelimedia Ventures, L.P.  
2500 Northwinds Pkwy., Ste. 475  
Alpharetta, Georgia 30004

**EXHIBIT B**

Copyrights

None.

**EXHIBIT C**

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and method for providing interactive events including exchanges of rich media content over a computer network	09/722,658	11/28/00
System and method of intelligent moderation of interactive events over a computer network	09/722,657	11/28/00
System and method of contextual advertising to participants of interactive events over a computer network	09/722,656	11/28/00
System and method for providing interactive events and an interactive event guide over a computer network	09/722,653	11/28/00



**EXHIBIT D**

Trademarks

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CHATFISH	Australia	App. 857940	11/21/00
	Canada	App. 1,083,647	11/22/00
	EC	App. 001940667	11/6/00
	US	App. 011821	3/29/00
CHATFISH & DESIGN	US	App. 76/152,408	10/24/00
CHATFISH-ENABLED	US	App. 76/011,815	3/29/00
DESIGN ONLY (Logo)	US	App. 76/011,818	3/29/00

CTY# YEAR UCC #  
060200108707

Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia

**EXHIBIT E**

Mask Works

None.

1. Debtor Name and Mailing Address:  Individual (Last, First, Middle Name)  Business (Legal Business Name)

hatfish Inc.  
000 Mansell Exchange West  
Suite 230  
Mableton, GA 30022

3. Enter Social Security /Tax ID # 58-2516400 1C  Check if exempt under Item

1. Debtor Name and Mailing Address:  Individual (Last, First, Middle Name)  Business (Legal Business Name)

3. Enter Social Security /Tax ID # \_\_\_\_\_ 2C  Check if exempt under Item 6

1. Debtor Name and Mailing Address:  Individual (Last, First, Middle)  Business (Legal Business Name)

3. Enter Social Security /Tax ID # \_\_\_\_\_ 3C  Check if exempt under Item 6

Secured Party Name and Mailing Address:  Individual (Last, First, Middle Name)  Business (Legal Business Name)

**Southeast Interactive Technology Fund  
III, L.P.  
630 Davis Drive, Suite 220  
Morrisville, NC 27560  
And the Parties Listed on Exhibit A Hereto**

1. This financing statement covers the following types or items of collateral:

**All the Debtor's rights, title and interest in the collateral described in the attached Schedule 1 and Exhibits A, B, C, D and E, pursuant to that certain Security Agreement dated as of April 30, 2001, by and between the Debtor and the Secured Parties listed on Exhibit A attached hereto.**

3.  Products of collateral are also covered.

**Filed With: Fulton**

0. Check if applicable and include reasonable description of the real estate in Item 9A:

A.  Crops growing or to be grown. B.  Minerals or the like (including oil and gas) or accounts subject to O.C.G.A. 11-9-103(5). C.  Fixture filing pursuant to O.C.G.A. 11-9-313.

1. Name of the Record Owner(s) or Record Lessee(s) (if debtor does not have an interest of record in the real estate):

2. County or Counties in which the affected real estate is located (Must be identified if filing covers crops, mineral or fixtures):

3. This statement is filed without the debtor's signature to perfect a security interest in collateral (check only if applicable):

- A.  already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state;
- B.  which is proceeds of the original collateral described above in which a security interest was perfected;
- C.  as to which the filing has lapsed;
- D.  acquired after a change of debtor's name, identify or corporate structure; or
- E.  described in a security agreement / real estate mortgage attached hereto in accordance with O.C.G. A. 11-9-402(1).

4. Signature(s) of Debtors(s)

hatfish Inc.

15. Signature(s) of Secured Party(ies)

on Steelman, President and CEO

5. Return Copy To: Name and Address

**Johnathan H. Short, Esq.  
Long Aldridge & Norman LLP  
303 Peachtree Street, Suite 5300  
Atlanta, GA 30308**

**STATE OF GEORGIA - FINANCING STATEMENT  
UCC-1 (REVISED 1/1/1995)**

**FORM MUST BE TYPED.  
READ INSTRUCTIONS ON BACK  
BEFORE FILLING OUT FORM.**



CTY# YEAR UCC #  
**060200108707**

Filed and Recorded May-08-2001 11:53am  
**Juanita Hicks**  
Clerk of Superior Court  
Fulton County, Georgia

**COPY**

**ABOVE SPACE FOR RECORDING INFORMATION ONLY**

5. Assignee Name and Mailing Address:  Individual (Last, First, Middle Name)  Business (Legal Business Name)

6. Exceptions for Social Security/Tax ID# - O.C.G.A. 11-9-402(9): Financing Statement filed to perfect a security interest in collateral already subject to a security interest in another jurisdiction when it is brought into this state or when the debtor's location is changed to this state, or the debtor is not required to have such a number.

7.  Check Only if BOTH: (i) Collateral is consumer goods as defined in O.C.G.A. 11-9-109 and (ii) the secured obligation is originally \$5,000 or less, and give maturity date (MONTH/DAY/YEAR) or state "None"

8. Check ONLY if applicable.  
 A. Collateral on Consignment.  
 B. Collateral on Lease

9C. Enter collateral code(s) from back form that best describes collateral covered by this filing:

0100 0200  
0300 0400  
0700 1000  
1300

9D. Number of additional sheets presented: 7