



09-10-2001



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

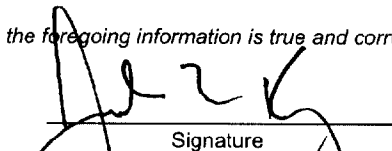
U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

<p>1. Name of conveying party(ies): ontheFRONTIER, Inc. <b>8.31.01</b></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State <u>Deleware</u>  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies) Name: <u>Silicon Valley Bank</u> Internal Address: _____ Address: _____ Street Address: <u>3003 Tasman Drive</u> City: <u>Santa Clara</u> State: <u>CA</u> Zip: <u>95054</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>California</u>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>3. Nature of conveyance:  <input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>August 17, 2001</u></p>			
<p>4. Application number(s) or registration number(s):  A. Trademark Application No.(s)  <u>76/132503</u>  <u>76/132509</u></p>		<p>B. Trademark Registration No.(s)</p>	
Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Teresa Gomez</u>  Internal Address: <u>Silicon Valley Bank</u>  <u>Loan Documentation HG150</u>  Street Address: <u>3003 Tasman Drive</u>  City: <u>Santa Clara</u> State: <u>CA</u> Zip: <u>95054</u></p>		<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">9</span></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>240</u>  <input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____  (Attach duplicate copy of this page if paying by deposit account)</p>	

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.*

John L. Koenig            8/30/01  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 7

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

09/07/2001 LHMUELLER 00000140 76132503

01 FC:481  
02 FC:482

40.00  
200.00

TRADEMARK REEL: 002363 FRAME: 0609

Trademark Recordation Cover Sheet

ontheFRONTIER, Inc. – Silicon Valley Bank

Continuation of Item 4

**Trademark Application No.(s)**

76/132508

76/132507

76/211559

76/183136

76/272763

76/183137

76/199050



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is made as of the 17th day of August, 2001, by and between ontheFRONTIER, Inc., a Delaware corporation with its principal place of business at 311 Arsenal Street, Watertown, MA 02472 ("Grantor"), and SILICON VALLEY BANK, a California-chartered bank with its principal place of business at 3003 Tasman Drive, Santa Clara, CA 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, MA 02462, doing business under the name "Silicon Valley East ("Bank").

### 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 of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used here 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, the 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.


This Intellectual Property Security Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard for choice of law provisions. Grantor and Bank consent to the non-exclusive jurisdiction of any state or federal court of competent jurisdiction in the Commonwealth of Massachusetts in any action, suit, or proceeding of any kind against it which arises out of or by reason of this Agreement provided, however, that if for any reason Bank cannot avail itself of the courts of the Commonwealth of Massachusetts, then venue shall lie in Santa Clara

County, California. GRANTOR AND BANK WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN.

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

"Grantor"

ontheFRONTIER, Inc.

By:   
Name: Ryan R. Brenneman  
Title: CFO

"Bank"

SILICON VALLEY BANK, doing business as SILICON VALLEY EAST

By: \_\_\_\_\_  
Dale C. Edmunds, SVP

EXHIBIT A  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
DATED AUGUST 17, 2001

COPYRIGHTS

SCHEDULE 1 - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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SCHEDULE 2 - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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SCHEDULE 3 - UNREGISTERED COPYRIGHTS (NO APPLICATION PENDING)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>	<u>ORIGINAL AUTHOR OR OWNER (IF DIFFERENT FROM ASSIGNOR)</u>	<u>DATE AND RECORDATION NUMBER OF ASSIGNMENT TO ASSIGNOR (IF ORIGINAL AUTHOR OR OWNER IS DIFFERENT THAN ASSIGNOR)</u>
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EXHIBIT B  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
DATED AUGUST 17, 2001

PATENTS

<u>PATENT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
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EXHIBIT C  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
DATED AUGUST 17, 2001

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
CHANGING NATIONS			76/132503	9/20/2000
CHANGINGNATIONS.COM			76/132509	9/20/2000
EN LA FRONTERA			76/132508	9/20/2000
ENLAFRONTERA.COM			76/132507	9/20/2000
ON THE FRONTIER LOGO			76/211559	2/15/2001
ONTHEFRONTIER			76/183136	12/19/2000
ONTHEFRONTIER ESSENTIAL			76/272763	6/18/2001
OTF			76/183137	12/19/2000
THE COMPETITIVENESS BANK			76/199050	1/24/2001