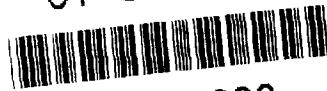


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TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement *Nunc Pro Tunc* Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

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02 FC:482

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75.00 OP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="76/126,715"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,500,956"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,328,804"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,380,114"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:
Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

Venture Lending & Leasing III, Inc.

DBA/AKA/TA

Composed of

Address (line 1)

2010 North First Street #310

Address (line 2)

Address (line 3)

San Jose

City

California

State/Country

95131

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Maryland

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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TRADEMARK ASSIGNMENT

Assignment from ATOMICTANGERINE, INC., a Delaware corporation, to VENTURE LENDING & LEASING II, INC., a Maryland corporation, and VENTURE LENDING & LEASING III, INC., a Maryland Corporation.

WHEREAS, ATOMICTANGERINE, INC. is the owner of certain trademarks and service marks registered and pending in the United States Patent and Trademark Office, pending foreign trademark applications, and common law trademarks and service marks (hereinafter collectively referred to as "the Marks"), all of which are set forth on the Schedule attached hereto.

WHEREAS, ATOMICTANGERINE, INC. has previously granted to VENTURE LENDING & LEASING II, INC. and VENTURE LENDING & LEASING III, INC. security interests in all of ATOMICTANGERINE, INC.'s right, title and interest in and to the Marks as security for certain loans which are in default, and has agreed to convey all such right, title and interest to VENTURE LENDING & LEASING II, INC. and VENTURE LENDING & LEASING III, INC. pursuant to an agreement for the peaceable foreclosure of their respective security interests in and to the Marks and the goodwill associated therewith;

NOW, THEREFORE, for adequate and valuable consideration, receipt of which is hereby acknowledged, ATOMICTANGERINE, INC. does hereby assign to VENTURE LENDING & LEASING II, INC. and VENTURE LENDING & LEASING III, INC., their successors and assigns, all of ATOMICTANGERINE, INC.'s right, title and interest in and to the


Marks set forth on the Schedule attached hereto, together with the goodwill associated with the Marks.

Should any provision or assignment of Marks within this Assignment be held to be void, invalid, unenforceable or illegal by a court of competent jurisdiction, such provisions and Marks will be enforceable to the fullest extent permitted by applicable law and the validity and enforceability of the other provisions and assignment of other Marks shall not be affected thereby.

IN WITNESS WHEREOF, ATOMICTANGERINE, INC. has caused its name to be signed by its duly authorized representative and its corporate seal to be affixed hereto this

13 day of Nov, 2001

ATOMICTANGERINE, INC.


By: Aron Weinbaum
Title: CEO

[CORPORATE SEAL]

State of :
County of : ss:

On this ___ day of _____, 2001, before me personally came

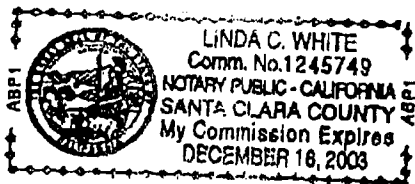
_____ to me known, who being duly sworn, did depose and say that he/she

State of California :
 :
 : ss:
County of Santa Clara :

On this 14 day of NOV, 2001, before me personally came
Alan Weindorf to me known, who being duly sworn, did depose and say that
he/she is CFO of, ATOMIC TANGERINE, INC., and that he/she executed the
above assignment on behalf of said corporation with authority to do so.

Linda C. White
Notary Public

[NOTARIAL SEAL]



SCHEDULE A**U.S. REGISTRATIONS**

MARK	REGISTRATION NO.	REGISTRATION DATE
FIRMSOURCE	2,500,956	October 23, 2001
*THE FOCAL POINT FOR SECURITY ON THE NET	2,328,804	March 14, 2000
*SECURITYPORTAL	2,380,114	August 22, 2000

PENDING U.S. APPLICATIONS

MARK	APPLICATION NO.	FILING DATE
ATOMIC TANGERINE	75/938,146	March 8, 2000
MISC. DESIGN (ORANGE AND RINGS)	76/032,162	April 21, 2000
CYBERLOBBY	78/029,125	October 4, 2000
XTONA	76/216,662	February 26, 2001
NETRADAREWS	76/126,715	September 11, 2000

PENDING FOREIGN APPLICATIONS

MARK	COUNTRY	APPLICATION NO.	FILING DATE
ATOMIC TANGERINE	European Community	001840305	September 5, 2000
MISC. DESIGN (ORANGE AND RINGS)	European Community	001917202	October 20, 2000
ATOMIC TANGERINE	Japan	2000-098714	
ATOMIC TANGERINE	Singapore	T00/15950J (Class 35)	
ATOMIC TANGERINE	Singapore	T00/15951I (Class 42)	

COMMON LAW MARKS (NOT REGISTERED OR FILED)

MARK
INFOSECU
INFORMATION SECURITY UNIVERSITY