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FORM PTO-1595
1-31-92

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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): MyComputer, Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: HA155 Street Address: 3003 Tasman Drive City: Santa Clara State: CA ZIP: 95054 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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 _____ Execution Date: 07/19/2001	

4. Application number(s) or trademark number(s):
 If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)	B. Trademark No.(s)
76/067,009	
76/102,279	
76/067,011	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 trademark involved: 3 7. Total fee (37 CFR 3.41): \$90.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)
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01/10/2002 6TON11 00000113 76067009
 01 FC:481 40.00 DP
 02 FC:482 50.00 DP

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.

Maribel Arteaga
 Name of Person Signing

Maribel Arteaga
 Signature

11/21/01
 Date

Total number of pages comprising cover sheet: 9

OMB No 0651-0011 (exp 4/94)

TRADEMARK
REEL: 002419 FRAME: 0762

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "*Agreement*"), dated as of July 1st, 2001, is made by and between MyComputer.com, Inc., a Delaware corporation whose address and principal place of business is 1358 W. Business Park Drive, Orem, Utah 84058 ("*Debtor*"), and Silicon Valley Bank, whose address is 3003 Tasman Drive, Santa Clara, California 95054 with a loan production office located at 11000 SW Stratus, Ste. 170, Beaverton, Oregon 97008 (the "*Secured Party*"). The Debtor and the Secured Party are sometimes referred to herein, collectively, as the "*Parties*."

RECITALS:

A. WHEREAS, the Debtor and the Secured Party have entered into a Loan and Security Agreement dated as of April 10, 2000, as supplemented on April 21, 2000 by Supplement No. 1 thereto and on June 1, 2000 by Supplement No. 2 thereto (as the same may hereafter be amended, supplemented or restated from time to time, the "*Loan Agreement*") setting forth the terms on which the Secured Party may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor; and

B. WHEREAS, as a further condition to making any loan or other financial accommodation under the Loan Agreement or otherwise, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

C. NOW THEREFORE, in consideration of the mutual covenants contained in the Loan Agreement and herein, the Parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

(a) "*Obligations*" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Loan Agreement) that the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Loan Agreement).

(b) "*Patents*" means all of the Debtor's right, title and interest in and to patents or applications for patents related to Debtor's SuperStats technology, fees or royalties with respect to each, and including, without limitation, the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the patents listed on Exhibit "A" attached hereto, and the proceeds of any and all of the foregoing.

(c) “Trademarks” means all of the Debtor’s right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, related to Debtor’s SuperStats technology, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit “B” attached hereto, and the proceeds of any and all of the foregoing.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest, with power of sale to the extent permitted by law (the *“Security Interest”*), in the Patents and in the Trademarks to secure payment of the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor hereby represents, warrants and agrees as follows:

(a) Existence; Authority. The Debtor is a corporation, having full power and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor’s Board of Directors, and, if necessary, its stockholders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its Certificate of Incorporation or Bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor’s lawful, binding and legally enforceable obligation. The correct name of the Debtor is “Mycomputer.com, Inc.” The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) Patents. Exhibit “A” attached hereto accurately lists all Patents owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of all registrations pertaining to the Patents as of the date hereof.

(c) Trademarks. Exhibit “B” attached hereto accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of the Trademarks and all registrations pertaining thereto as of the date hereof.

(d) Title. The Debtor has absolute title to each Patent and each Trademark listed on Exhibits “A” and “B” attached hereto, free and clear of all security interests, liens and encumbrances, except the Security Interest. The Debtor (i) will have, at the time the Debtor acquires any rights in any Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(e) No Sale. The Debtor will not sell or otherwise dispose of any Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) Defense. The Debtor will at its own cost and expense, and using its best reasonable efforts, protect and defend all Patents and Trademarks against all claims or demands of all persons other than the Secured Party.

(g) Maintenance. The Debtor will at its own cost and expense maintain the Patents and Trademarks to the extent reasonably advisable in its business, including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice, as provided in the Loan Agreement, to allow the Secured Party to timely pay any such maintenance fees or annuity that may become due on any of the Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) with a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(h) Secured Party's Right to Take Action. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g) above, immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions that the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all reasonable moneys expended and all reasonable costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party taking action under subsection (h) above or exercising its rights under Section 6 below, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) Power of Attorney. To facilitate the Secured Party taking action under subsection (h) above and exercising its rights under Section 6 below, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other

agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or necessary for the Secured Party, after an Event of Default (as defined in any Loan Document), to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or to dispose of any of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all of the Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (collectively herein called an "*Event of Default*"): (a) the occurrence of an Event of Default, as defined in any Loan Document; (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 above shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement or any other Loan Document.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of any or all of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

The remedies in this Section 6 shall not include any right to assign or perform any other action with respect to any intent to use trademark application, unless such action is unless such action is permitted under 15 U.S.C. § 1060.

7. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the

specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect any other provisions or applications that can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision(s) or application(s) had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. California law shall govern this Agreement without regard to principles of conflicts of law. The Secured Party and the Debtor each submit to the exclusive jurisdiction of the state and federal courts in Santa Clara County, California. **THE SECURED PARTY AND THE DEBTOR EACH WAIVE ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

SECURED PARTY:

DEBTOR:

SILICON VALLEY BANK

MYCOMPUTER.COM

By: Bruce Helberg
 Its: VP

By: Joshua G. James
 Its: Chief Executive Officer

STATE OF UTAH)
)
 COUNTY OF UTAH)

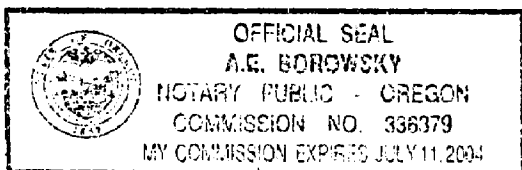
The foregoing instrument was acknowledged before me this ___ day of July, 2001, by Joshua G. James, the Chief Executive Officer of Mycomputer.com, Inc., a Delaware corporation, on behalf of the corporation.



Koren Hansen
 Notary Public

STATE OF CALIFORNIA) OREGON
)
 COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 19 day of July, 2001, by Bruce Helberg, the Vice President of Silicon Valley Bank, a CA corporation, on behalf of the corporation.



A.G. Borowsky
 Notary Public

EXHIBIT "A"

UNITED STATES ISSUED PATENTS

NONE

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Patent Number</u>	<u>Filing Date</u>
Website Localization (Babelfish)	5478 (provisional) 4948 (utility)	October 17, 2000 Utility application required by October 17, 2001

FOREIGN ISSUED PATENTS

NONE

EXHIBIT "B"

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

NONE

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
MYCOMPUTER.COM	76/067,009	June 8, 2000
SUPERSTATS.COM	76/067,011	June 8, 2000
MYCOMPUTER.COM	76/102,279	July 31, 2000

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

NONE