

03-11-2002

FORM PTO-1594
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissione.

1.02008485

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ZIPREALTY, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: CALIFORNIA

Other:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

Assignment

Security Agreement

Other

Merger

Change of Name

Execution Date: February 11, 2002

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

Name: BENCHMARK CAPITAL PARTNERS IV, L.P. as nominee

Address: 2480 SAND HILL ROAD, SUITE 200

City: MENLO PARK State: CA Zip: 94025

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership: Delaware

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

3-11-02

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,507,682

2,414,752

~~2,485,032~~

Additional numbers attached? Yes No

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

Name: Erin O'Brien

Internal Address: GRAY CARY WARE & FREIDENRICH

4365 Executive Drive, Suite 1100

San Diego, California 92121-2133

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:

(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.

Erin O'Brien

March 8, 2002

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: [28]

Mail Documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office, Office of Public Records

1213 Jefferson Davis Highway, 3rd Floor

Arlington, VA 22202

03/11/2002 6TOM11 00000200 2507682

01 FC:481
02 FC:482

40.00 OP
50.00 OP

Box 2: Names of Receiving Party(ies) Continued:

VANGUARD VI, L.P.

Type of entity: Delaware limited partnership
525 University Avenue, Suite 600
Palo Alto, CA 94301

VANGUARD VI AFFILIATES FUND, L.P.

Type of entity: Delaware limited partnership
525 University Avenue, Suite 600
Palo Alto, CA 94301

PYRAMID TECHNOLOGY VENTURES I, L.P.

Type of entity: Delaware limited partnership
One Market, Spear Street Tower
35th Floor
San Francisco, CA 94015

LAMOREAUX PARTNERS

Type of entity: unknown
Sausalito Plaza
1505 Bridgeway, Suite 125
Sausalito, CA 94965

PHILLIP A. LAMOREAUX

An individual
1001 Bridgeway, #205
Sausalito, CA 94965

IVERSON FINANCIAL CORP.

Type of entity: unknown
881 Ocean Drive, Apt. 26-H
Key Biscayne, FL 33149

ERIC DANZIGER

An individual
90 Via Los Altos
Tiburon, CA 94920

THE RAHN GROUP

Type of entity: unknown
601 Second Avenue South #3355
Minneapolis, MN 55402

DAVID J. GARDNER

An individual
4000 Arbolado Drive
Walnut Creek, CA 94598

DAVID B. BARCA

An individual
23 Belcau Avenue
Atherton, CA 94027

KURT WAAG

An individual
2 Cross Bridge Place
Danville, CA 94526

GARY BEASLEY

An individual
1132 Mandana Blvd.
Oakland, CA 94610

WS INVESTMENT COMPANY, LLC

Type of entity: Delaware limited liability company
650 Page Mill Road
Palo Alto, CA 94304

MARIO M. ROSATI

An individual
c/o Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304

KAREN DEMPSEY

An individual
c/o Wilson Sonsini Goodrich & Rosati
One Market, Spear Street Tower, Suite 3300
San Francisco, CA 94105

BRUCE JACKAN

An individual
1521 La Loma Avenue
Berkeley, CA 94708

DON WOOD

An individual
525 University Avenue, Suite 600
Palo Alto, CA 94301

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 11, 2002 by and among zipRealty, Inc., a California corporation (the "Borrower"), with its primary place of business at 2000 Powell Street, Suite 1555, Emeryville, California, and the parties listed on Schedule A hereto (each individually a "Secured Party" and collectively the "Secured Parties"), which parties are also parties to that certain Note and Warrant Purchase Agreement (the "Purchase Agreement") dated as of the date hereof, and that certain Security Agreement, dated as of the date hereof (the "Security Agreement").

RECITALS

A. Secured Parties have agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the "Loans") in the amounts and manner set forth in Purchase Agreement and the Security Agreement. Capitalized terms used herein are used as defined in the Security Agreement. Secured Parties are willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower shall grant to Secured Parties a security interest in certain (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret ("Copyrights"); (b) patents, patent applications and like protections, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same ("Patents"); and (c) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks ("Trademarks"), to secure the Obligations of Borrower to the Secured Parties.

B. Pursuant to the terms of the Security Agreement, Borrower has granted to Secured Parties a security interest in all of Borrower'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, 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 Purchase Agreement, the Security Agreement, the Notes and the other related documents, certificates and instruments (collectively, the "Loan Documents"), Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Documents, Borrower grants and pledges to Secured Parties a security interest in all of Borrower's right, title and interest in, to and under its Copyrights, Patents and Trademarks, and other intellectual property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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 Secured Parties under the Security Agreement. The rights and remedies of Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Loan Documents, and those which are now or hereafter available to Secured Parties as a matter of law or equity. Each right, power and

remedy of Secured Parties provided for herein or in 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 Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Secured Parties, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Borrower covenants and agrees to deliver to the Secured Parties written notice of the registration or filing of any further or additional applications with either the United States Patent and Trademark Office or the United States Copyright Office within 30 days thereof, and to deliver amendments to Exhibits A, B and C reflecting such additional or further filings and applications.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

BORROWER:

ZIPREALTY, INC.

Address of Borrower:

2000 Powell Street, Suite 1555,
Emeryville, California

Attn: Chief Executive Officer

By:



Title:

Chief Financial Officer

"SECURED PARTY"

Address of Secured Party:

**2480 Sand Hill Road, Suite 200
Menlo Park, CA 94025**

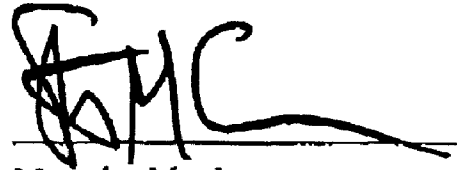
Attn: Bob Kagle or Steve Spurlock

**BENCHMARK CAPITAL PARTNERS IV, L.P.
as nominee for
Benchmark Capital Partners IV, L.P.
Benchmark Founders' Fund IV, L.P.
Benchmark Founders' Fund IV-A, L.P.
Benchmark Founders' Fund IV-B, L.P.
and related individuals**

**By: Benchmark Capital Management Co. IV,
L.L.C.**

its general partner

By:

A handwritten signature in black ink, appearing to be the initials 'BMC' followed by a long horizontal stroke, written over a horizontal line.

Managing Member

INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TRADEMARK
REEL: 002458 FRAME: 0265**

"SECURED PARTY"

Address of Secured Party:

525 University Avenue, Suite 600
Palo Alto, CA 94301

Attn: Don Wood

Vanguard VI, L.P.

By: Don Wood

Title: General Partner

Vanguard VI Affiliates Fund, L.P.

By: Don Wood

Title: General Partner

"SECURED PARTY"

Address of Secured Party:

One Market, Spear Street Tower
35th Floor
San Francisco, CA 94015

Attn: Marc Cellier

Pyramid Technology Ventures I, L.P.

By: 

Title: Managing Member

"SECURED PARTY"

Address of Secured Party:

Lamoreaux Partners

Sausalito Plaza
1505 Bridgeway, Suite 125
Sausalito, CA 94965

By: William G. Lamoreaux

Attn: Wendy Snow

Title: Member of General Partner

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 002458 FRAME: 0268

"SECURED PARTY"

Address of Secured Party:

Phillip A. Lamoreaux

~~Lamoreaux Partners~~
~~Sausalito Plaza~~ Phillip A. Lamoreaux
1001 1505 Bridgeway, Suite 125 # 205
Sausalito, CA 94965

By: Phillip A. Lamoreaux

~~Attn: Wendy Snow~~

Title: _____

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 002458 FRAME: 0269

"SECURED PARTY"

Address of Secured Party:

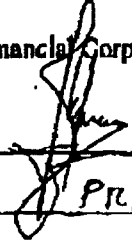
881 Ocean Drive, Apt. 26-H
Key Biscayne, FL 33149

Attn: Juan Mini

Iverson Financial Corp.

By: _____

Title: _____



PRESIDENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT

"SECURED PARTY"

Address of Secured Party:

Eric Danziger

90 Via Los Altos
Tiburon, CA 94920

By:  _____

Title: _____

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 002458 FRAME: 0271


"SECURED PARTY"

Address of Secured Party:

601 Second Avenue South #3355
Minneapolis, MN 55402

Attn: Noel Rahn

The Rahn Group

By:  Noel P. Rahn
Title: Partner in Charge

"SECURED PARTY"

Address of Secured Party:

4000 Arbolado Drive
Walnut Creek, CA 94598

David J. Gardner

By: J. David Gardner

Title: David J Gardner

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 002458 FRAME: 0273

"SECURED PARTY"

Address of Secured Party:

David B. Barca

23 Belleau Avenue
Atherton, CA 94027

By: David Barca

Title: Vice President, ZipRealty, Inc

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 002458 FRAME: 0274

"SECURED PARTY"

Address of Secured Party:

2 Cross Bridge Place
Danville, CA 94526

Kurt Waag

By: Kurt Waag

Title: Vice President

"SECURED PARTY"

Address of Secured Party:

1132 Mandana Blvd.
Oakland, CA 94610

Gary Beasley

By: 

Title: Chief Financial Officer

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 002458 FRAME: 0276

"SECURED PARTY"

Address of Secured Party:

650 Page Mill Road
Palo Alto, CA 94304

Attention: James Terranova

WS Investment Company, LLC

By:  _____

Title: _____

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 002458 FRAME: 0277

"SECURED PARTY"

Address of Secured Party:

Mario M. Rosati

Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304

By: *M. Rosati*

Title: _____

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 002458 FRAME: 0278

"SECURED PARTY"

Address of Secured Party:

Wilson Sonsini Goodrich & Rosati
One Market
Spear Street Tower
Suite 3300
San Francisco, CA 94105

Karen Dempsey

By: _____



Title: _____

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 002458 FRAME: 0279

"SECURED PARTY"

Address of Secured Party:

1521 La Loma Avenue
Berkeley, CA 94708

Bruce Jackson

By: 

Title: _____

INTELLECTUAL PROPERTY SECURITY AGREEMENT

"SECURED PARTY"

Address of Secured Party:

Vanguard
525 University Avenue, Suite 600
Palo Alto, CA 94301

Don Wood

By: Don Wood

Title: General Partner

SCHEDULE A

Secured Parties

Name and Address

Benchmark Capital Partners IV, L.P., as nominee
2480 Sand Hill Road, Suite 200
Menlo Park, CA 94025
Attn: Bob Kagle or Steve Spurlock
Facsimile: (650) 854-8183

Vanguard VI, L.P.
525 University Avenue, Suite 600
Palo Alto, CA 94301
Attn: Don Wood
Facsimile: (650) 321-2902

Vanguard VI Affiliates Fund, L.P.
525 University Avenue, Suite 600
Palo Alto, CA 94301
Attn: Don Wood
Facsimile: (650) 321-2902

Pyramid Technology Ventures I, L.P.
One Market
Spear Street Tower
35th Floor
San Francisco, CA 94015
Attn: Marc Cellier
Facsimile: (415) 651-9555

Lamoreaux Partners
Sausalito Plaza
1505 Bridgeway, Suite 125
Sausalito, CA 94965
Attn: Wendy Snow
Facsimile: (415) 331-8600

Phillip A. Lamoreaux
Lamoreaux Partners
Sausalito Plaza
1505 Bridgeway, Suite 125
Sausalito, CA 94965
Attn: Wendy Snow
Facsimile: (415) 331-8600

Iverson Financial Corp.
881 Ocean Drive, Apt. 26-H
Key Biscayne, FL 33149
Attn:
Facsimile: (305) 365-9745

Name and Address

Eric Danziger
90 Via Los Altos
Tiburon, CA 94920
Facsimile: (510) 965-2831

The Rahn Group
601 Second Avenue South #3355
Minneapolis, MN 55402
Attn: Noel Rahn
Facsimile: (612) 343-7001

David J. Gardner
4000 Arbolado Drive
Walnut Creek, CA 94598
Facsimile: (510) 735-2850

David B. Barca
23 Belleau Avenue
Atherton, CA 94027
Facsimile: (510) 735-2850

Kurt Waag
2 Cross Bridge Place
Danville, CA 94526
Facsimile: (510) 735-2850

Gary Beasley
1132 Mandana Blvd.
Oakland, CA 94610
Facsimile: (510) 763-8873

WS Investment Company, LLC
650 Page Mill Road
Palo Alto, CA 94304
Attn: James Terranova
Facsimile: (650) 493-6811

Mario M. Rosati
Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304
Facsimile: (650) 493-6811

Karen Dempsey
Wilson Sonsini Goodrich & Rosati
One Market
Spear Street Tower
Suite 3300
San Francisco, CA 94105
Facsimile: (415) 947-2099

Name and Address

Bruce Jackan
1521 La Loma Avenue
Berkeley, CA 94708
Facsimile: (510) 735-2850

Don Wood
Vanguard
525 University Avenue, Suite 600
Palo Alto, CA 94301
Facsimile: (650) 321-2902

EXHIBIT A

Copyrights

Description

WEBSITE CONTENT

Registration

Number

NONE

Registration

Date

NONE

TRADEMARK

REEL: 002458 FRAME: 0285

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BEGINNING-TO-END ONLINE AUTOMATION OF REAL ESTATE TRANSACTIONS	09/385,697 (Utility Patent Application Number.)	8/30/1999 (Utility Patent Application Filing Date)
ONLINE FACILITATION OF REAL ESTATE TRANSACTIONS	60/142,862 (Provisional Application Number.)	07/07/1999 (Provisional Application Date.)

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
ZIPREALTY	Reg. No. 2507682	11/13/2001
YOUR ONLINE REAL ESTATE AGENT	Reg. No. 2414752	12/19/2000
REAL ESTATE. REDEFINED.	Reg. No. 2485032	09/04/2001