

03-21-2002

FORM PTO-1594 RE
(Rev. 03/01)
OMB No. 0651-0027 (exp. 05/31/2002)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102025442

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

1. Name of conveying party(ies):
Think Outside, Inc. 3.4.02
Additional name(s) of conveying party(ies) attached? Yes 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **1/17/2002**

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
Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS
2002 MAR -4 PM 2:21
FINANCE SECTION

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/700,499 75/700,498
75/750,235 75/750,219
75/751,257 75/738,330

B. Trademark No.(s)

Additional numbers attached? Yes 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 registrations involved: **6**
7. Total fee (37 CFR 3.41): \$..... **105** —
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

03/20/2002 6TON11 00000087 75766499
01 FC:481 40.00 OP
02 FC:482 125.00 OP

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.
Manbel Arteaga Signature **2/14/02** Date
Name of Person Signing for **Josephine M. Carino**
Total number of pages including cover sheet, attachments, and document : **7**

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

TRADEMARK
REEL: 002466 FRAME: 0159

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of January 17, 2002 by and between SILICON VALLEY BANK ("Bank") and THINK OUTSIDE, INC., a California corporation ("Grantor").

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 herein 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 Grantor's Copyrights, Trademarks, Patents, and Mask Works and related collateral 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, 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 interests granted herein are in conjunction with the security interests granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interests 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 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.

IN WITNESS WHEREOF, the parties have cause this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

5790 Fleet Street, Suite 130
Carlsbad, CA 92008
Attention: Chief Financial Officer

THINK OUTSIDE, INC.

By: 

Title: PRESIDENT

BANK:

Address of Bank:

9645 Scranton Road, Suite 110
San Diego, CA 92121
Attn: Manager

SILICON VALLEY BANK

By: 

Title: SVP

SCHEDULE A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

SCHEDULE B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

E/COLLAPSIBLE KEYBOARD

98190947 11/12/98
60-65181 11/12/97
Publication Number 6331850 12/18/01

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
STOWAWAY PORTABLE KEYBOARD	2,513,221 75/766,499	11/27/01
THINK OUTSIDE and Design	75,766,498	8/2/99
STOWAWAY	2,507,746 75/756,235	11/13/01
THINK OUTSIDE	75/756,219	7/21/99
RUNWAY TECH	75/751,257	6/28/99
RUNWAY TECHNOLOGIES	75/738,336	06/28/99

SCHEDULE D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date