

4-25-02

04-25-2002



FORM PTO-1594  
(Rev 5-93)

102067825

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):

DOVEBID, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

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

3. Nature of Conveyance:

[ ] Assignment

[ ] Merger

[X] Security Agreement

[ ] Change of Name

[ ] Other

Execution Date: March 29, 2002

4-25-02

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

Name: COMERICA BANK-CALIFORNIA

Address: 250 LYTTON AVENUE

City: PALO ALTO State: CA Zip: 94301

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California banking corporation

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 [x] No

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

A. Trademark Application No.(s)

76/101,989

76/101,997

B. Trademark Registration No.(s)

2,488,813

2,503,780

1,947,034

1,947,033

1,951,287

Additional numbers attached? [ ] Yes [X] 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, CA 92121-2133

6 Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) . . . . . \$190.00

[X] 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  
Name of Person Signing

*Erin O'Brien*  
Signature

April 23, 2002  
Date

Total number of pages comprising cover sheet: [ 11 ]

04/25/2002 DBYRNE 00000240 76101989

01 FC:481  
02 FC:482

40.00 OR  
150.00 OR

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

PAV10229739.1  
1030642-909600

TRADEMARK  
REEL: 002491 FRAME: 0436

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*Agreement*") is made as of March 29, 2002, by and between DOVEBID, INC., a Delaware corporation ("*Grantor*"), and COMERICA BANK-CALIFORNIA ("*Bank*").

## RECITALS

A. Bank has agreed to lend to Grantor certain funds (the "*Loans*"), and Grantor desires to borrow such funds from Bank pursuant to the terms of a Senior Secured Credit Agreement dated of even date herewith by and between Grantor and Bank (as the same may from time to time be amended, modified, supplemented or restated from time to time, the "*Credit Agreement*").

B. Pursuant to the terms of a Security Agreement dated of even date herewith by and between Grantor and Bank (as the same may be amended, modified, supplemented or restated from time to time, the "*Security Agreement*"), Grantor has granted to Bank, a security interest in all of Grantor's right, title and interest in, to or under all of Grantor's assets.

C. In order to induce Bank to make the Loans, Grantor has agreed to assign certain intangible property to Bank for purposes of securing the obligations of Grantor to Bank.

NOW, THEREFORE, the parties hereto agree as follows:

1. **DEFINITIONS.** All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST.** As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Bank under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement), Grantor hereby assigns, transfers, conveys and grants a security interest to Bank, as collateral security, in and to Grantor's entire right, title and interest in, to and under the following, now or hereafter existing, created, acquired or held by Grantor (all of which shall collectively be called the "*Intellectual Property Collateral*"):

(a) Any and all Copyright and Copyright Licenses, including, without limitation, those set forth on **Exhibit A** attached hereto and incorporated herein by this reference;

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

(c) Any and all design rights which may be available to Grantor;

(d) Any and all Patents and Patent Licenses, including, without limitation, those set forth on **Exhibit B** attached hereto and incorporated herein by this reference;

(e) Any and all Trademarks and Trademark Licenses, and the entire goodwill of the business of Grantor connected with and symbolized by all such Trademarks, including, without limitation, those set forth on **Exhibit C** attached hereto and incorporated herein by this reference;

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All other licenses or other rights to use any of the Intellectual Property, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Intellectual Property;  
and

(i) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The security interest granted hereunder is granted in conjunction with the security interests granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, the Credit 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 Security Agreement, the Credit Agreement or any of the other 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 Security Agreement, the Credit 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.

**3. AUTHORIZATION AND REQUEST.** Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security interest.

**4. COVENANTS AND WARRANTIES.** Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is a party or by which Grantor is bound;

(c) During the term of this Agreement, Grantor will not sell, transfer, assign or otherwise encumber any interest in the Intellectual Property Collateral, other than with respect to Permitted Liens;

(d) To its knowledge, (i) each of the Patents is valid and enforceable, and there is no Intellectual Property which has been judged invalid or unenforceable, in whole or in part, and (ii)

no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

**(e)** Grantor shall promptly advise Bank of any material changes in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of Grantor in or to any Intellectual Property not specified in this Agreement;

**(f)** Consistent with prudent business practice, Grantor shall (i) protect, defend and maintain the validity and enforceability of the Intellectual Property, (ii) use commercially reasonable efforts to detect infringements of the Intellectual Property and promptly advise Bank in writing of material infringements detected, and (iii) not allow any of its Intellectual Property to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which consent shall not be unreasonably withheld, delayed or conditioned;

**(g)** Grantor shall promptly register the most recent version of Grantor's Copyrights necessary for the ordinary conduct of Grantor's business, if not so already registered and shall, from time to time, execute and file such other instruments, and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Intellectual Property Collateral;

**(h)** This Agreement, creates, and in the case of after-acquired Intellectual Property Collateral, will create at the time Grantor first has rights in such after-acquired Intellectual Property Collateral, in favor of Bank, a valid and, assuming Bank properly perfects, perfected, first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the Secured Obligations upon making the filings referred to in **Section 4(i)** below, subject only to Permitted Liens;

**(i)** To its knowledge, except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark Office, (2) the Register of Copyrights and (3) the UCC Division of the applicable office of the Secretary of State, necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the United States or (b) for the perfection in the United States or the exercise by Bank of its rights and remedies hereunder;

**(j)** All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

**(k)** Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property

included within the definition of the Intellectual Property Collateral acquired under such contracts; and

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of the Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

5. **BANK'S RIGHTS.** Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after three (3) Business Days' written notice to Grantor. Grantor shall reimburse and indemnify Bank for all costs and reasonable expenses incurred in the exercise of its rights under this **Section 5**.

6. **FURTHER ASSURANCES; ATTORNEY IN FACT.**

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may be requested by Bank, to perfect Bank's security interest in all Intellectual Property, and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Bank's discretion, to take any action and to execute any instrument which Bank may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B or Exhibit C hereof, as appropriate, to include reference to any material right, title or interest in any Intellectual Property acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) to transfer the Intellectual Property Collateral into the name of Bank or a third party to the extent permitted under the UCC; *provided*, that Bank agrees that it shall not exercise its powers as attorney-in-fact under this **Section 6(b)(iii)** except upon the occurrence and during the continuation of an Event of Default.

7. **EVENTS OF DEFAULT.** The occurrence of any "Event of Default" as defined in the Credit Agreement shall constitute an "*Event of Default*" under this Agreement.

8. **REMEDIES.** Upon the occurrence and during the continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the UCC, including,

without limitation, the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place reasonably designated by Bank. Bank shall have a nonexclusive, royalty free license or other right, solely pursuant to the provisions of this **Section 8**, to use, without charge, the Intellectual Property and any property of a similar nature as it pertains to the Intellectual Property Collateral, to the extent necessary to permit Bank to exercise its rights and remedies pursuant to this **Section 8**, including, without limitation, the completion of production, advertising for sale and the sale of any Intellectual Property Collateral and, in connection with Bank's exercise of its rights hereunder, Grantor's rights under all licenses and all franchise agreements shall inure to the benefit of Bank. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Bank in connection with the exercise of any of Bank's rights under this Agreement, including, without limitation, any expense reasonably incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

**9. SUCCESSORS AND ASSIGNS.** This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor, and shall, together with the rights and remedies of Bank hereunder, inure to the benefit of Bank and any future holder(s) of this Note and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the security interest created herein and granted to Bank hereunder.

**10. REINSTATEMENT.** This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

**11. TERMINATION OF THIS AGREEMENT.** Subject to **Section 10** above, this Agreement shall terminate upon the payment and performance in full of the Secured Obligations.

**12. NO FAILURE OR DELAY.** No failure or delay on the part of Bank in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

**13. AMENDMENTS.** Except as otherwise provided herein, this Agreement may be amended only by a written instrument signed by both parties hereto.

**14. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall

constitute but one and the same instrument. Each such Agreement shall become effective upon the execution of a counterpart hereof or thereof by each of the parties hereto and telephonic notification that such executed counterparts has been received by Grantor and Bank.

**15. CALIFORNIA LAW AND JURISDICTION; JURY WAIVER.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Grantor and Bank consent to the exclusive jurisdiction of any state or federal court located in California. GRANTOR AND BANK EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE CREDIT AGREEMENT, THIS ASSIGNMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

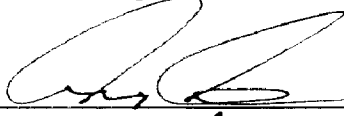
**16. CONFLICT.** In the event of a conflict between any term and/or provision contained in this Agreement with any term and/or provision contained in the Security Agreement, the term and/or provision of this Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**GRANTOR**

**DOVEBID, INC.,**  
a Delaware corporation

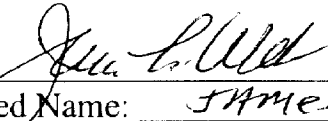
By   
Printed Name: ANTHONY CAPOBIANCO  
Title: VP, GENERAL COUNSEL

Address of Grantor

1241 E. Hillsdale Blvd.  
Foster City, California 94404  
Attn: Anthony Capobianco  
Telephone: (650) 377-2642  
Fax: (650) 571-6594

**BANK**

**COMERICA BANK-CALIFORNIA,**

By   
Printed Name: JAMES L. WEBER  
Title: FIRST VICE PRESIDENT

Address of Bank

Peninsula Banking Group  
250 Lytton Avenue  
Palo Alto, California 94301  
Attn: James L. Weber  
Telephone: (650) 462-6065  
Fax: (650) 462-6191

[INTELLECTUAL PROPERTY SECURITY AGREEMENT]



**EXHIBIT A**  
**COPYRIGHTS**

1. **REGISTERED:** List titles below or indicate "None"

<b>COPYRIGHT</b>	<b>REGISTRATION DATE</b>
None	

2. **UNREGISTERED:** List titles below or indicate "None"

None

3. **APPLICATIONS IN PROCESS:** List titles, applicable dates, application numbers, etc. below or indicate "None"

None

**EXHIBIT B**

**U.S. PATENTS AND PATENT APPLICATIONS**

<b>PATENT</b>	<b>PATENT NUMBER</b>	<b>ISSUE DATE</b>
None		

2. **UNREGISTERED:** List titles below or indicate "None"

None

3. **APPLICATIONS IN PROCESS:** List titles, applicable dates, application numbers, etc. below or indicate "None"

<b>PATENT</b>	<b>APPLICATION NUMBER</b>	<b>APPLICATION DATE</b>
System and method for providing proxy-based Dutch auction services	09/578,457	May 22, 2000

## EXHIBIT C

## U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTRATION No.	PENDING APPLICATION No.	MARK	REGISTRATION DATE	FILING DATE
2,488,813		DOVEBID	September 11, 2001	
	76/101,989	DOVEBID BROADCAST NETWORK		August 2, 2000
2,503,780		DOVEBID BUSINESS AUCTIONS WORLDWIDE and Design	November 6, 2001	
	76/101,997	DOVEBID WEBCAST NETWORK		August 2, 2000
1,947,034		ICX and Design	January 9, 1996	
1,947,033		SEMEX	January 9, 1996	
1,951,287		SEMEX and Design	January 23, 1996	

2. **UNREGISTERED:** List titles below or indicate "None"

None

3. **APPLICATIONS IN PROCESS:** List titles, applicable dates, application numbers, etc. below or indicate "None"