

05-03-2002



FORM PTO-1594
(Rev 5-93)

FEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102077037

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

Handwritten notes: 5-15-02

1. Name of conveying party(ies):
BLUE DOLPHIN GROUP, INC.

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation - State: DELAWARE
Other:

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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: April 18, 2002

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

Name: COMERICA BANK-CALIFORNIA
Address: 333 WEST SANTA CLARA STREET
City: SAN JOSE State: CA Zip: 95113

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 No

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

A. Trademark Application No.(s)

~~76/355,394~~ 76/355,393
~~76/354,237~~ 76/032,607

B. Trademark Registration No.(s)

2,234,143 2,125,132
2,065,098 1,936,889
2,151,571

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: 9

7. Total fee (37 CFR 3.41) \$240.00

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
Name of Person Signing

Erin O'Brien
Signature

May 2, 2002
Date

Total number of pages comprising cover sheet: | 6 |

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

05/03/2002 GTOM11 00000163 76355394

01 FC:481 40.00 DP
02 FC:482 200.00 DP

PAN10231656.1
1090371-973100

TRADEMARK
REEL: 002497 FRAME: 0477

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 18, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and BLUE DOLPHIN GROUP, INC., a Delaware corporation, formerly known as Blue Dolphin Communications, Inc. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 certain Copyrights, Trademarks and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 and Trademarks listed on Schedules 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest 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 Intellectual Property Security 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

GRANTOR:

BLUE DOLPHIN GROUP, INC.

Address of Grantor:

490 Boston Post Road
Sudbury, MA 01776

Attn: Chief Financial Officer

By: *Ch. [Signature]*

Title: *Treasurer - Blue Dolphin Group, Inc*

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

333 West Santa Clara Street
San Jose, CA 95113

Attn: Corporate Banking Center

By: *[Signature]*

Title: *J. S. [Signature]*

EXHIBIT A

Copyrights

Registration
Number

Registration
Date

Description

Gray CaryPA\10221977.3
1090371-973100

TRADEMARK
REEL: 002497 FRAME: 0480

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/Application Number</u>	<u>Issue/Application Date</u>
Method of Selecting Content for a User	09/808,672	03/14/00

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Blue Dolphin	76/355,394	01/04/02
Blue Dolphin for People Who Love Magazines (and design)	76/355,393	01/04/02
Bluedolphin (and design)	76/354,237	01/02/02
Smart Sub	76/032,607	04/24/00
Blue Dolphin Institute (and design)	2,234,143	03/23/99
Blue Dolphin	2,125,132	12/30/97
Blue Dolphin Communications Inc (and design)	2,065,098	05/27/97
Blue Dolphin (and design)*	1,936,889	11/21/95
Internet Voyager	2,151,571	04/21/98

*Company will allow this registered trademark to lapse.