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To the Honorable Commissioner of Patents and Trademark

102080135

or copy thereof.

1. Name of conveying party(ies):

ChannelAdvisor Corporation

OFFICE OF PUBLIC RECORDS

MAR 28 2002 9:15

FINANCE SECTION

4-23-02

- Individual
- General Partnership
- Corporation-State: Delaware
- Other

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

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

Silicon Valley Bank
2530 Meridian Parkway
Third Floor
Durham, North Carolina 27713

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other California State Chartered Bank

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. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: March 28, 2002

4. Application number(s) or registration number(s)

A. Trademark Application No(s): 76/186,385, 76/141,311, 76/195,528,
76/065,550, 76/382,168, 76/112,114

B. Trademark Registration No(s): 2,482,290

Additional numbers attached? Yes No

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

W. Christopher Matton
Kilpatrick Stockton LLP
3737 Glenwood Avenue, Suite 400
Raleigh, North Carolina 27612

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) ~~\$165.00~~ \$190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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.

W. Christopher Matton
Name of Person Signing

[Signature]
Signature

March 29, 2002
Date

05/06/2002 DBYRME 00000155 76186385

01 FC:481
02 FC:482

40.00 OP
150.00 OP

Do not detach this portion

Total number of pages comprising cover sheet: 19

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

Commissioner of Patents and Trademarks
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Washington, D.C. 20231

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated March 29, 2002, is between SILICON VALLEY BANK ("Bank") and CHANNELADVISOR CORPORATION ("Grantor").

RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement (the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, and Patents.

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property (as defined in the Loan Agreement and including, without limitation, the Copyrights, Patents, and Trademarks listed on Schedules A, B, and C), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

BANK:

SILICON VALLEY BANK

(Signature)

(Title)

GRANTOR:

CHANNELADVISOR CORPORATION

Jennifer Gibson

(Signature)

CFO

(Title)

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BANK:

SILICON VALLEY BANK

Amelia A. Rai

(Signature)

Sr. Vice President

(Title)

GRANTOR:

CHANNELADVISOR CORPORATION

(Signature)

(Title)

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

The Company has no registered copyrights and has not filed any applications for the registration of copyrights. The Company maintains common law copyright rights in its written materials, software and computer screen displays.

NA

NA

EXHIBIT B

Patents

Description

Application
Number

Application
Date

Auction Resource Site Computer System Employing
Novel Methods of Handling Information Requests for
Information Regarding Online Auction Items on Selected
Third Party Online Auction Sites

09/496,221

February 1, 2000

EXHIBIT C

Trademarks

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
CHANNELFUSION	76/112,114	8/18/00
	2,482,290 (Reg. No.)	8/28/01(Reg. Date)
CHANNELFUSION and Design	76/186,385	12/21/00
CHANNELADVISOR	76/141,311	10/5/00
THE POWER TO SUPPLY DEMAND	76/195,528	1/18/01
B2BROVER	76/065,550	6/08/00
KNOW MORE. SELL MORE	76/382,168	3/14/02
ChannelAdvisor Logo	NA	NA