

05-09-2002

FORM PTO-1594
(Rev 5-93)



OVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honor

102082983

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

VERTICAL ALLIANCE, 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 29, 2002

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

Name: COMERICA BANK-CALIFORNIA
Address: 9920 S. LA CIENEGA BLVD., 14TH FLOOR
City: INGLEWOOD State: CA Zip: 90301

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)

~~76/297,933~~ 76/275,392
~~76/152,944~~ 76/294,033

B. Trademark Registration No.(s)

2,563,360

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: 5

7. Total fee (37 CFR 3.41) \$140.00

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 *Erin O'Brien* May 8, 2002
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [8]

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

05/10/2002 6TON11 00000007 76297933
01 FC:481 40.00 DP
02 FC:482 100.00 DP

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 29, 2002 by and between **COMERICA BANK – CALIFORNIA**, a California banking corporation ("Bank") and **VERTICAL ALLIANCE, INC.**, a Delaware 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 Business Loan Agreement dated November 3, 2000 between Progress Bank and Grantor, which Business Loan Agreement was assigned to Bank on or about January 31, 2002 and was amended by a First Amendment to Business Loan Agreement of even date herewith (the Business Loan Agreement, as amended by the First Amendment to Business Loan Agreement and as the same may be amended, modified or supplemented from time to time, the "Loan Agreement").

B. The obligations of Grantor to Bank are secured in accordance with a Commercial Security Agreement dated November 3, 2000 that was assigned to Bank on or about January 31, 2002 (as the same may be amended, modified or supplemented from time to time, the "Security Agreement").

C. 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 (each as defined in Exhibit A hereto) to secure the obligations of Grantor under the Loan Agreement.

D. Pursuant to the terms of the Security 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 (as defined in the Security Agreement).

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 Bank and Grantor, 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 (as defined in Exhibit A hereto) (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits B, C and D), 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 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 and the other Related Documents (as defined in the Loan Agreement), 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 in the Security Agreement or any of the Related 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, the Security Agreement or any of the other Related 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 B, C, and D attached hereto set forth any and all intellectual property for 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.

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.

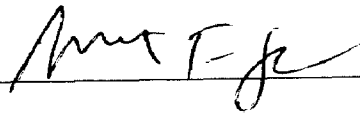
GRANTOR:

Address of Grantor:

190 W. Germantown Pike, Suite 210
Norristown, PA 19401

Attn: Mark S. Pollock _____

VERTICAL ALLIANCE, INC.

By: 

Title: CEO

BANK:

COMERICA BANK - CALIFORNIA

Address of Bank:

Comerica Bank - California
630 Freedom Business Center, 3rd Floor
King of Prussia, PA 19406

Attn: Steven D. Hobman

By: _____

Title: _____

This security interest is granted in conjunction with the security interest 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 and the other Related Documents (as defined in the Loan Agreement), 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 in the Security Agreement or any of the Related 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, the Security Agreement or any of the other Related 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.

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:

Address of Grantor:

VERTICAL ALLIANCE, INC.

190 W. Germantown Pike, Suite 210
Norristown, PA 19402

By: _____

Attn: _____

Title: _____

BANK:

COMERICA BANK - CALIFORNIA

Address of Bank:

Comerica Bank - California
Commercial Loan Services Department
9920 S. La Cienega Blvd., 14th Floor
Inglewood, CA 90301

By:  _____

Title: SVP _____

Attn: Loan Documentation

EXHIBIT A

Definitions

"Copyrights" means any and all 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, now or hereafter existing, created, acquired or held.

"Intellectual Property Collateral" means all of Grantor's right, title, and interest in and to the following:

- (a) Copyrights, Trademarks and Patents;
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) 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;
- (e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (g) 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.

"Patents" means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

"Trademarks" means any 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 Grantor connected with and symbolized by such trademarks.

EXHIBIT B

Copyrights

Description

Registration
Number

Registration
Date

EXHIBIT C

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT D

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Vertical Tracker	2,563,360	April 23, 2002
Vertical Ticketing	76/297,933	August 9, 2001
Fan Tracker	76/275,392	June 21,2001
Vertical Alliance	76/152,944	October 24, 2000
Turning Customers Into Fans	76/294,033	August 2, 2001