

05-31-2002



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U.S. DEPARTMENT OF COMMERCE

FORM PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

102107246

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): <b>BTRADE, INC.</b> <i>5-28-02</i>		2. Name and address of receiving party(ies): Name: <b>Silicon Valley Bank</b> Internal Address: HA155  Street Address: 3003 Tasman Drive	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State TX <input type="checkbox"/> Other		City: Santa Clara                      State: CA                      ZIP: 95054	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State- <u>DE</u> <input type="checkbox"/> Other	
3. Nature of conveyance:		If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____			
Execution Date: <b>4/30/02</b>			

4. Application number(s) or registration number(s):		OFFICE OF PUBLIC RECORDS 2002 MAY 28 AM 9:56 FINANCE SECTION
A. Trademark Application No.(s)	B. Trademark No.(s)	
<b>75/709,583</b>	<b>2,395,184</b>	
<b>76/034,702</b>	<b>2,477,131</b>	
<b>75/692,590</b>	<b>2,299,410</b>	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

5. Name and address of party to whom correspondence concerning document should be mailed:		6. Total number of applications and registrations involved: 6	
Name: <b>Silicon Valley Bank</b> Internal Address: Loan Documentation HA155 Street Address: 3003 Tasman Dr. City: Santa Clara                      State: Ca                      ZIP: 95054		7. Total fee (37 CFR 3.41): <b>\$165.00</b> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> 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.

*05/30/2002 DRYRNE 0000067 75709583*

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.

01 FC:481                      40.00 OP  
 02 FC:482                      125.00 OP

Name of Person Signing: **Shannon Hubbard**                      Signature: *Shannon Hubbard*                      Date: **5/2/02**

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: 2515 FRAME: 0904**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 30, 2002 by and between SILICON VALLEY BANK ("Bank") and bTrade, Inc. ("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 April 30, 2002 (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, Patents, and Mask Works 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 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.

Upon repayment in full of the Obligations (as described under the Loan Agreement), the security interest granted hereby shall terminate and upon Grantor's request, Bank shall execute and deliver to Grantor an instrument acknowledging the release and termination of security interest.

IN WITNESS WHEREOF, the parties have cause 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:

bTrade, Inc.

2324 Gateway Drive  
Irving, TX 75063

By: *Steph Ly*

Attn: PRESIDENT

Title: PRESIDENT & COO

BANK:

Address of Bank:

SILICON VALLEY BANK

16633 N. Dallas Parkway, Sixth Floor  
Addison, TX 75001

By: *RAK*

Attn: \_\_\_\_\_

Title: Sr. Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

## EXHIBIT C

## Trademarks

DescriptionRegistration/  
Application  
NumberRegistration/  
Application  
Date

bTrade, Inc.

Ctry	Trademark	Application No.	Application Date	Registration No.	Registration Date
AU	BTRADE	849700	08 Sep 2000		
CA	BTRADE	1,074,330	11 Sep 2000		
EM	BTRADE	1852078	29 Sep 2000		
JP	BTRADE	2000-106290	28 Sep 2000	4514695	19 Oct 2001
MX	BTRADE	452857	13 Oct 2000		
MX	BTRADE	452858	13 Oct 2000		
US	BTRADE	75/709,583	19 May 1999		
US	COMM-PRESS	75/692,577	27 Apr 1999	2,395,184	17 Oct 2000
US	EASYACCESS 2000	75/692,588	27 Apr 1999	2,477,131	14 Aug 2001
US	KEYMANAGER	75/692,589	27 Apr 1999	2,399,410	31 Oct 2000
US	POWER TO B	76/034,702	25 Apr 2000		
US	SECUREACCESS 2000	75/692,590	27 Apr 1999		
CA	THE POWER TO B	1,074,329	11 Sep 2000		
AU	THE POWER TO B	849934	11 Sep 2000	849934	11 Sep 2000
JP	THE POWER TO B	2000-106291	28 Sep 2000	4514696	19 Oct 2001
MX	THE POWER TO B	452856	13 Oct 2000		
MX	THE POWER TO B	452859	13 Oct 2000	702,473	20 Jun 2001
EM	THE POWER TO B	1827351	25 Aug 2000		

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date