

06-17-2002

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DEPARTMENT OF COMMERCE
U.S. 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):
Fast Search & Transfer ASA

5-31-02

- Individual(s)
- General Partnership
- Corporation-State
- Other joint stock company, Kingdom of Norway
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: ^{As of} 01312002

2. Name and address of receiving party(ies)

Name: Fast Search & Transfer, Inc.

Internal Address: Wellesley Gateway

Street Address: 93 Worcester Street

City: Wellesley State: MA Zip: 02481

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

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 registration number(s):

A. Trademark Application No.(s) 75/555,798

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Ted Johann

Internal Address: Thomas Weisel Partners LLC
One Montgomery Tower

Street Address: One Montgomery Street

City: San Francisco State: CA Zip: 94104

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

MAY 31 2002

DO NOT USE THIS SPACE

9. Signature.

David W. Falk

Name of Person Signing

David W. Falk
Signature

May 30, 2002

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

06/14/2002 TDIAZ1 00000164 75555798

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TRADEMARK
REEL: 002525 FRAME: 0801

COLLATERAL ASSIGNMENT OF TRADEMARKS

(SECURITY AGREEMENT)

COLLATERAL ASSIGNMENT OF TRADEMARKS (this "Agreement") dated as of January 31, 2002, by and among Fast Search & Transfer ASA, a joint stock company organized and existing under the laws of the Kingdom of Norway (together with its successors and assigns, "Fast Search ASA"), Fast Search & Transfer, Inc., a corporation organized and existing under the laws of the Commonwealth of Massachusetts (together with its successors and assigns, "FST"), Fast Search, Inc., a corporation organized and existing under the laws of Massachusetts (together with its successors and assigns, "FSI") (Fast Search ASA, FST and FSI shall each be referred to herein as a "Pledgor" and collectively as the "Pledgors"), and Thomas Weisel Partners LLC, a limited liability company organized and existing under the laws of the State of Delaware (together with its successors and assigns, "Pledgee").

WITNESSETH:

WHEREAS, Pledgee and Pledgors have entered into a Security Agreement, dated as of October 16, 2001 (as it may be amended or modified from time to time, the "Security Agreement"), pursuant to which Pledgors have agreed to grant Pledgee a continuing lien on and security interest in the Collateral (as defined in the Security Agreement);

WHEREAS, the parties, other than FSI, have also entered into a Settlement and Release Agreement, pursuant to which each of the Pledgors (other than FSI) has agreed, among other things, to make certain payments totaling \$3,760,753 to the Pledgee;

WHEREAS, Pledgors own all right, title, and interest in and to, among other things, all trademarks, United States trademarks and trademark registrations, and the trademark applications and tradenames set forth on Exhibit A hereto (the "Trademarks"); and

WHEREAS, in order to secure the Obligations (as defined in the Security Agreement), Pledgors have granted to Pledgee a security interest in the Trademarks and the goodwill and certain other assets with respect to the Trademarks as further set forth in the Security Agreement, and Pledgee has requested Pledgors to enter into this Agreement to evidence further such security interest.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, the sufficiency of which is acknowledged by the parties, as security of the full payment and performance of the Pledgors' obligations, Pledgors hereby agree as follows:

1. Pledge. Each Pledgor hereby grants to Pledgee a first priority security interest in:
 - a. the Trademarks;

- b. all registrations of the Trademarks in any State of the United States;
- c. all tradenames, trademarks and trademark registrations hereafter adopted or acquired and used, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- d. all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;
- e. all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;
- f. all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;
- g. all licenses and other agreements under which Pledgor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and
- h. all goodwill of Pledgor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Trademark Collateral."

- 2. Representations and Warranties. Pledgors represent and warrant to Pledgee that when this Agreement is filed in the United States Patent and Trademark Office and the Pledgee has taken the other actions contemplated in this Agreement and by the Security Agreement, this Agreement will create a legal and valid perfected and continuing first priority lien on and first priority security interest in the Trademark Collateral in favor of Pledgee, enforceable against Pledgor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.
- 3. Notices. Any notice, demand, request, consent, approval, declaration or other communication hereunder or with respect hereto shall be given in accordance with the provisions of the Security Agreement.
- 4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable

law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

5. Successors and Assigns. This Agreement and all obligations of each Pledgor hereunder shall be binding upon the successors and assigns of each Pledgor (including any debtor-in-possession on behalf of any Pledgor) and shall, together with the rights and remedies of Pledgee hereunder inure to the benefit of Pledgee, all future holders of any instrument evidencing any of the Obligations 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 Obligations or any portion thereof or interest therein shall in any manner affect the lien granted to Pledgee hereunder. No Pledgor may assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Security Agreement without the prior written consent of Pledgee.
6. Counterparts. This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement.
7. Governing Law. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. EACH PLEDGOR HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN SAN FRANCISCO COUNTY, CALIFORNIA SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN ANY PLEDGOR AND PLEDGEE PERTAINING TO THIS SECURITY AGREEMENT, PROVIDED, THAT PLEDGEE AND THE PLEDGOR ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF SAN FRANCISCO COUNTY, CALIFORNIA AND, PROVIDED, FURTHER, NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE PLEDGEE FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE TRADEMARK COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF PLEDGEE. EACH PLEDGOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH

COURT, AND EACH PLEDGOR HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH PLEDGOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO ANY PLEDGOR AT THE ADDRESS SET FORTH IN SECTION 10 OF THE SECURITY AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U. S. MAIL, PROPER POSTAGE PREPAID.

8. Waiver of Jury Trial. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT DISPUTES ARISING HEREUNDER OR RELATING HERETO BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG PLEDGEE AND ANY PLEDGOR ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED IN CONNECTION WITH, THIS SECURITY AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO.
9. Section Titles. The Section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.
10. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

11. Advice of Counsel. Each of the parties represents to each other party hereto that it has discussed this Agreement and, specifically, the provisions of Section 7 and Section 8, with its counsel.
12. Supplement. This Agreement is a supplement to, and is hereby incorporated into, the Security Agreement and made a part thereof and each provision of the Security Agreement shall apply with full force and effect with respect to the Trademark Collateral as if such provisions were set forth herein.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

PLEDGORS

FAST SEARCH & TRANSFER ASA

By: M.E. Molloy
Title: MARY MOLLOYNEUX
GENERAL COUNSEL

FAST SEARCH & TRANSFER, INC.

By: M.E. Molloy
Title: MARY MOLLOYNEUX
GENERAL COUNSEL

FAST SEARCH, INC.

By: M.E. Molloy
Title: MARY MOLLOYNEUX
GENERAL COUNSEL

PLEDGEE

THOMAS WEISEL PARTNERS LLC

By: JEH
Title: General Counsel

Exhibit A—List of United States Trademarks, Registrations, Applications and Tradenames

Fast figure mark and logo – pending application; Application No. 75/555,789 in the name of Fast Search and Transfer ASA.

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