

07-25-2002

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

ORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
M&G 50036.00000006



102168404

To the Commissioner of Patents and Trademarks, the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Ruloff Capital Corporation *7.19.02*

Individuals       Association  
 General Partnership       Limited Partnership  
 Corporation-State of  
 Other: \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
eCASH TECHNOLOGIES, INC.  
19015 North Creek Parkway, Suite 105  
Bothell, WA 98011

Individual(s) citizenship       Association  
 General Partnership       Limited Partnership  
 Corporation-State of Delaware  
 Other: \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes       No  
(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other: Release of Security Agreements, with Attachments

Execution Date: January 31, 2002

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

A. Trademark Application No.(s)/ Mark(s)      B. Trademark Reg. No.(s)/Mark(s)  
See Attached List

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Jan Riggs  
Address: InfoSpace, Inc.  
601 108<sup>th</sup> Avenue NE, Suite 1200  
Bellevue, WA 98004

6. Total number of applications and trademarks involved: 14

7. Total fee (37 CFR 3.41): \$365  
 Enclosed  
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our 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.

John W. Branch; Reg. No.: 41,633      *[Signature]*      July 16, 2002  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 37

Do not detach this portion

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

Commissioner for Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

07/24/2002 DBYRNE 00000102 2271287  
01 FC:481 40.00 DP  
02 FC:482 325.00 DP

TRADEMARK  
REEL: 2548 FRAME: 0955

OFFICE OF PUBLIC RECORDS  
2002 JUL 19 AM 9:21  
FINANCE SECTION

| Mark     | Serial Number | Filing Date | Registration Number | Registration Date |
|----------|---------------|-------------|---------------------|-------------------|
| E-CASH   | 74605419      | 11/18/94    | 2271287             | 08/24/99          |
| DIGICASH | 74594670      | 11/03/94    | 2085188             | 08/05/97          |
| DIGICASH | 74594669      | 11/03/94    | 2163019             | 06/09/98          |
| DIGICASH | 74594668      | 11/03/94    | 2188678             | 09/15/98          |
| E-VOTE   | 74729855      | 09/15/95    | 2206304             | 12/01/98          |
| E-VOTE   | 74729852      | 09/15/95    | 2163073             | 06/09/98          |
| KIDCASH  | 75077155      | 03/22/96    | 2206333             | 12/01/98          |
| KIDCASH  | 75076914      | 03/22/96    | 2275106             | 09/07/99          |
| KIDCASH  | 75076915      | 03/22/96    | 2117383             | 11/02/97          |
| NET-CASH | 74605421      | 11/18/94    | 2050173             | 04/08/97          |
| NET-CASH | 74605427      | 11/18/94    | 2224854             | 02/23/99          |
| NET-PAY  | 74623982      | 01/20/95    | 2050190             | 04/08/97          |
| NET-PAY  | 74623976      | 01/20/95    | 2078302             | 07/15/97          |
| NET-PAY  | 74623983      | 01/20/95    | 2034817             | 02/04/97          |

**RELEASE  
OF  
SECURITY AGREEMENTS**

Reference is made to the Security Agreements dated as of September 21, 2000 and September 10, 2001, Patent Security Agreements dated as of September 21, 2000 and September 10, 2001 and Trademark Security Agreements dated as of September 21, 2000 and September 10, 2001 (the "Security Agreements") by and between eCash Technologies, Inc., a Delaware corporation ("eCash") and Ruloff Capital Corporation ("Secured Party"). All capitalized terms used but not defined herein shall have the same meanings as set forth in the Security Agreements.

Secured Party, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, does hereby irrevocably and unconditionally acknowledge that it has been paid in full for any and all obligations of eCash secured pursuant to the Security Agreements and does hereby grant, bargain, sell and assign to eCash all of its rights and interests under and in connection with the Security Agreements and the transactions and matters contemplated therein, including, without limitation, all of its rights and interest of any kind whatsoever in or relating to the Collateral, and all of its claims under the Security Agreements, at law as well as in equity, whether known or unknown, which Secured Party has or possesses on the date of delivery of this Release or to which Secured Party may otherwise hereafter become legally or equitably entitled; and from and after the delivery by Secured Party of this Release and notwithstanding any provisions to the contrary in the Security Agreements, eCash shall have no obligations or liabilities of any kind whatsoever under or in connection with the Security Agreements or any of the transactions or matters contemplated therein. Secured Party further agrees promptly (and in any event within 30 days hereof) to terminate any Uniform Commercial Code financing statements filed against such Collateral, and to take such other actions and execute such other terminations, documents, instruments or releases reasonably requested by eCash or its assignee in connection with this Release.

Dated this 31 day of January, 2002.

Ruloff Capital Corporation  
Secured Party  
By: [Signature]  
Title: President

## SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of September 10 2001, between eCASH TECHNOLOGIES, INC., a Delaware corporation ("Borrower"), and Ruloff Capital Corporation ("Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Borrower and Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make a loan to the Borrower in the principal amount of \$44,877.00 (the "Loan").

WHEREAS, in order to induce Lender to enter into the Credit Agreement and the other documents and to induce Lender to make the Loan as provided for in the Credit Agreement, Borrower has agreed to grant a continuing Lien on the Collateral to secure the Obligations, all as defined below;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. All other terms contained in this Security Agreement, unless the context indicates otherwise, have the meanings provided for by the Code to the extent the same are used or defined therein.

The following terms shall have the following meanings in this Security Agreement:

"Code" means the Uniform Commercial Code in effect from time to time in the State of Washington.

"Collateral" has the meaning given it in Section 2 below.

"Obligations" means the Loan and all other amounts payable to or on behalf of Lender on account of the Credit Agreement and the promissory notes and other documents executed in connection therewith, including without limitation all fees and expenses relating thereto, and including without limitation reasonable attorneys' fees and other reasonable costs and expenses of enforcement incurred by Lender in connection with the Credit Agreement, such promissory notes, this Security Agreement, the Patent Security Agreement, the Trademark Security Agreement, and/or any other agreement between Borrower and Lender.

"Patent" means any United States or foreign patent to which Borrower now or hereafter has title; any rights under licenses from another person to use any such United States or foreign patent; any contractual rights, whether or not in the nature of a license, pursuant to which

Borrower has or may have use of any such United States or foreign patent; and any application for a United States or foreign patent now or hereafter made by Borrower.

"Patent Security Agreement" means the agreement to be executed concurrently herewith by Borrower and Lender in the form of Annex I hereto, and any similar agreements executed by the parties in modification, replacement or supplementation thereof.

"Trademark" means all right, title and interest in and to any United States or foreign trademarks, service marks and trade names now held or hereafter acquired by Borrower which are registered in the United States Patent and Trademark Office or in a comparable office in any State of the United States or any foreign country or subdivision thereof; any registration or application for registration in any such office of any trademarks or service marks now held or hereafter acquired by Borrower, any unregistered trademarks, service marks, and trade names now used or owned, or used or owned hereafter, by Borrower; any domain names used or owned now or in the future by Borrower; any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers now used or owned, or used or owned hereafter, by Borrower in the United States or any foreign country; any rights under licenses from another person to use any such trademark, service mark, trade name, trade dress, or other above-described rights, and any contractual rights, whether or not in the nature of a license, pursuant to which Borrower has or may have use of any such rights.

"Trademark Security Agreement" means the agreement to be executed concurrently herewith by Borrower and Lender in the form of Annex II hereto, and any similar agreements executed by the parties in modification, replacement or supplementation thereof.

2. GRANT OF LIEN. To secure the prompt and complete payment, performance and observance of all of the Obligations, Borrower hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender, a Lien upon all of its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of Borrower (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, Borrower, and regardless of where located (all of which being hereinafter collectively referred to as the "Collateral"):

(i) all of its Patents (including without limitation, rights to use patents owned by others pursuant to licenses) including those referred to on Schedule II hereto;

(ii) all of its Trademarks (including without limitation, rights to use trademarks owned by others pursuant to licenses) including those referred to on Schedule II hereto;

(iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark;

(iv) all reissues, continuations or extensions of any of the foregoing;

(v) all domain names and related intellectual property rights, along with associated copyright protections, including those referred to on Schedule II hereto;

(vi) all trade secrets, confidential inventions, and other proprietary rights of Borrower which may be or may in the future be subject to patent or trademark protections;

(vii) to the extent not otherwise included, all General Intangibles, Instruments, contracts, licenses, rights of use, and permits relating to any of the foregoing; and

(vii) to the extent not otherwise included, all products and Proceeds of the foregoing, and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future (i) infringement or dilution of any Patent or Trademark or (ii) injury to the goodwill associated with any Trademark;

3. LENDER'S RIGHTS; LIMITATIONS ON LENDER'S OBLIGATIONS. It is expressly agreed by Borrower that, anything herein to the contrary notwithstanding, Borrower shall remain liable under each of its contracts and each of its licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder. Lender shall not have any obligation or liability under any contract or license by reason of or arising out of this Security Agreement or the granting herein of a Lien thereon or the receipt by Lender of any payment relating to any contract or license pursuant hereto. Lender shall not be required or obligated in any manner to perform or fulfill any of the obligations of Borrower under or pursuant to any contract or license, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any contract or license, or to present or file any claims, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

4. REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants that:

(a) Borrower is the sole owner of each item of the Collateral upon which it purports to grant a Lien hereunder, and has good and marketable title thereto free and clear of any and all Liens other than as set forth in Schedule II hereto.

(b) No effective security agreement, financing statement, equivalent security or Lien instrument or continuation statement covering all or any part of the Collateral is on file or of record in any public office, except such as may have been filed by Borrower in favor of Lender pursuant to this Security Agreement or as set forth in Schedule II hereto.

(c) This Security Agreement is effective to create a valid and continuing Lien on and, upon the filing of an appropriate financing statement with the Department of Licensing of the State of Washington, a perfected Lien in favor of Lender on the Collateral with respect to which a Lien may be perfected by filing pursuant to the Code. Such Lien is prior to all other Liens, except as set forth in Schedule II hereto, and is enforceable as such as against any and all creditors of and purchasers from Borrower. All action by Borrower necessary or desirable to protect and perfect such Lien on each item of the Collateral has been duly taken.

(d) Borrower's state of organization or incorporation, chief executive office, principal place of business, corporate offices, all warehouses and premises where Collateral is stored or located, and the locations of all of its books and records concerning the Collateral are set forth on Schedule I hereto.

(e) Borrower does not have any interest in, or title to, any Patents or Trademarks except as set forth in Schedule II hereto. This Security Agreement is effective to create a valid and continuing Lien on and, upon filing of the Patent Security Agreement and the Trademark Security Agreement with the United State Patent and Trademark Office, perfected Liens in favor of Lender on Borrower's Patents and Trademarks and such perfected Liens are enforceable as such as against any and all creditors of and purchasers from Borrower. Upon filing of the Patent Security Agreement and the Trademark Security Agreement with the United State Patent and Trademark Office and the filing of an appropriate financing statement with the Washington State Department of Licensing, all action necessary or desirable to protect and perfect Lender's Lien on Borrower's U.S. Patents or Trademarks shall have been duly taken.

5. COVENANTS. Borrower covenants and agrees with Lender that from and after the date of this Security Agreement and until all Obligations are satisfied in their entirety:

(a) Further Assurances. At any time and from time to time, upon the written request of Lender and at the sole expense of Borrower, Borrower shall promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as Lender may deem desirable to obtain the full benefits of this Security Agreement and of the rights and powers herein granted, including (A) using its best efforts to secure all consents and approvals necessary or appropriate for the assignment to or for the benefit of Lender of any Patent or Trademark held by Borrower or in which Borrower has any rights not heretofore assigned, and (B) filing any financing or continuation statements under the Code with respect to the Liens granted hereunder. Borrower also hereby authorizes the Lender to file financing statements continuing the security interests granted herein, or otherwise perfecting Lender's rights hereunder, without the signature of Borrower to the extent permitted by law. If any amount payable under or in connection with any of the Collateral is or shall become evidenced by any Instrument, such Instrument, other than checks and notes received in the ordinary course of business, shall be duly endorsed in a manner satisfactory to Lender immediately upon Borrower's receipt thereof.

(b) Maintenance of Records. Borrower shall keep and maintain, at its own cost and expense, satisfactory and complete records of the Collateral, including a record of any and all payments received and any and all credits granted with respect to the Collateral and all other dealings with the Collateral. Borrower shall mark its books and records pertaining to the Collateral to evidence this Security Agreement and the Liens granted hereby.

(c) Covenants Regarding Patent and Trademark Collateral.

(i) Borrower shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent or Trademark (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development

in, any proceeding in the United States Patent and Trademark Office or any court) regarding Borrower's ownership of any Patent or Trademark, its right to register the same, or to keep and maintain the same.

(ii) In no event shall Borrower, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Borrower shall execute and deliver any and all patent security agreements or trademark security agreements in the form of the annexes hereto as Lender may request to evidence Lender's Lien on such Patent or Trademark, and the General Intangibles of Borrower relating thereto or represented thereby.

(iii) Borrower shall take all actions necessary or requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents and Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(iv) In the event that any of the Patent or Trademark Collateral is infringed upon, or misappropriated or diluted by a third party, Borrower shall notify Lender promptly after Borrower learns thereof. Borrower shall take such actions as may be reasonably necessary under the circumstances to protect any material Patent or Trademark Collateral.

(d) Limitation on Liens on Collateral. Borrower will not create, permit or suffer to exist, and will defend the Collateral against, and take such other action as is necessary to remove, any Lien on the Collateral except those set forth in Schedule II hereto, and will defend the right, title and interest of Lender and Lenders in and to any of Borrower's rights under the Collateral against the claims and demands of all Persons whomsoever.

(e) Limitations on Disposition. Borrower will not sell, lease, transfer or otherwise dispose of any of the Collateral, or attempt or contract to do so except for non-exclusive limited licenses of the Patent and Trademark Collateral in the ordinary course of business.

(f) Notices. Borrower will advise Lender promptly, in reasonable detail, (i) of any Lien or claim made or asserted against any of the Collateral, and (ii) of the occurrence of any other event which would have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder.

## 6. REMEDIES; RIGHTS UPON DEFAULT.

(a) In addition to all other rights and remedies granted to it under this Security Agreement, the Credit Agreement, and any other instrument or agreement securing, evidencing or relating to any of the Obligations, if any event of default under the Credit Agreement, this Security Agreement, the promissory notes issued by Borrower to Lender, or any other agreement between Borrower and Lender, shall have occurred and be continuing, Lender may exercise all rights and remedies of a secured party under the Code. Without limiting the generality of the



foregoing, Borrower expressly agrees that in any such event Lender, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Borrower or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the Code and other applicable law), may forthwith enter upon the premises of Borrower where any Collateral is located through self-help, without judicial process, without first obtaining a final judgment or giving Borrower or any other Person notice and opportunity for a hearing on Lender's claim or action and may collect, receive, assemble, process, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at a public or private sale or sales, at any exchange at such prices as it may deem acceptable, for cash or on credit or for future delivery without assumption of any credit risk. Lender shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for its own account the whole or any part of said Collateral so sold, free of any right or equity of redemption, which equity of redemption Borrower hereby releases. Such sales may be adjourned and continued from time to time with or without notice. Lender shall have the right to conduct such sales on Borrower's premises or elsewhere and shall have the right to use Borrower's premises without charge for such time or times as Lender deems necessary or advisable.

(b) Borrower further agrees, at Lender's request, to assemble the Collateral and make it available to Lender at places which Lender shall select, whether at Borrower's premises or elsewhere. Until Lender is able to effect a sale, lease, or other disposition of Collateral, Lender shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by Lender. Lender shall have no obligation to Borrower to maintain or preserve the rights of Borrower as against third parties with respect to Collateral while Collateral is in the possession of Lender. Lender may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of Lender's remedies, with respect to such appointment without prior notice or hearing as to such appointment. Lender shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale to the Obligations in any order and any manner Lender may deem fit, and only after so paying over such net proceeds, and after the payment by Lender of any other amount required by any provision of law, need Lender account for the surplus, if any, to Borrower. To the maximum extent permitted by applicable law, Borrower waives all claims, damages, and demands against Lender arising out of the repossession, retention or sale of the Collateral except such as arise solely out of the gross negligence or willful misconduct of Lender as finally determined by a court of competent jurisdiction. Borrower agrees that ten (10) days prior notice by Lender of the time and place of any public sale or of the time after which a private sale may take place is reasonable notification of such matters. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Obligations, including any attorneys' fees or other expenses incurred by Lender to collect such deficiency.

(c) Except as otherwise specifically provided herein, Borrower hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

7. GRANT OF LICENSE TO USE INTELLECTUAL PROPERTY. For the sole purpose of enabling Lender to exercise rights and remedies under Section 6 hereof (including, without limiting the terms of Section 6 hereof, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of Collateral) at such time as Lender shall be lawfully entitled to exercise such rights and remedies, Borrower hereby grants to Lender an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Borrower) to use, license or sublicense for such purpose any Collateral and any intellectual property now owned or hereafter acquired by Borrower, whether or not within the Collateral, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

8. LIMITATION ON LENDER'S DUTY IN RESPECT OF COLLATERAL. Lender shall use reasonable care with respect to the Collateral in its possession or under its control. Lender shall have no other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of Lender, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

9. REINSTATEMENT. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Borrower for liquidation or reorganization, should Borrower become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Borrower's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent transfer," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

10. NOTICES. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given by personal delivery, by facsimile, or by recognized overnight courier, to the addresses set forth in the Credit Agreement (or to such other address as may be set forth in a notice given in accordance with this Section 10), and shall be effective upon actual receipt.

11. SEVERABILITY. Whenever possible, each provision of this Security Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Security 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 Security Agreement. This Security Agreement is to be read, construed and applied together with the Credit Agreement, the

Patent Security Agreement and the Trademark Security Agreement which, taken together, set forth the complete understanding and agreement of Lender and Borrower with respect to the matters referred to herein and therein.

12. NO WAIVER; CUMULATIVE REMEDIES. Lender shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by Lender and then only to the extent therein set forth. A waiver by Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Lender would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of Lender any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law. None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Lender and Borrower.

13. LIMITATION BY LAW. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

14. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 9 hereof, this Security Agreement shall terminate only upon indefeasible satisfaction in full of all Obligations.

15. SUCCESSORS AND ASSIGNS. This Security Agreement and all obligations of Borrower hereunder shall be binding upon the successors and assigns of Borrower (including any debtor-in-possession on behalf of Borrower) and shall, together with the rights and remedies of Lender hereunder, inure to the benefit of Lender, 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 Lender hereunder. Borrower may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Security Agreement.

16. COUNTERPARTS. This Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement.

17. GOVERNING LAW. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND

CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE. BORROWER HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN SEATTLE, KING COUNTY, STATE OF WASHINGTON, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN BORROWER AND LENDER PERTAINING TO THIS SECURITY AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER SECURITY GRANTED TO LENDER BY BORROWER, PROVIDED, THAT LENDER AND BORROWER ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF SUCH JURISDICTIONS, AND, PROVIDED, FURTHER, NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE LENDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF LENDER. BORROWER EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND BORROWER 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 COURTS. BORROWER 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 IN ACCORDANCE WITH SECTION 10 OF THIS SECURITY AGREEMENT.

18. 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, BETWEEN LENDER AND BORROWER ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED IN CONNECTION WITH, THIS SECURITY AGREEMENT OR ANY OF THE OTHER DOCUMENTS OR TRANSACTIONS RELATED HERETO OR THERETO.

19. SECTION TITLES. The Section titles contained in this Security 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.

20. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Security 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 Security Agreement.

21. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Security Agreement and, specifically, the provisions of Section 17 and Section 18, with its counsel.

22. PRIORITY. Lender hereby agrees that:


(a) Upon request of the Company it will subordinate its security interest in the Collateral to any conventional bank financing obtained by the Company for the purpose of financing the Company's ordinary course operations, as set forth in the Credit Agreement; and

(b) In connection with the Credit Agreement, the Company has entered into comparable security agreements with Ruloff Capital Corporation, eCash Investment Corporation, Trillium Corporation, Trillium Investors IV, LLC, eOne Global, L.P., August Capital, L.P., Technologies for Information and Entertainment III, L.P. and TIE Mezzanine Fund, L.P., all on substantially the same terms as the terms herein and prior to the date hereof the Company entered into security agreements with certain of such lenders. The Company agrees that the security interests granted hereunder shall be of priority equal to the security interests granted thereunder to Ruloff Capital Corporation, eCash Investment Corporation, Trillium Corporation, Trillium Investors IV, LLC, eOne Global, L.P., August Capital, L.P., Technologies for Information and Entertainment III, L.P. and TIE Mezzanine Fund, L.P.

[signature page follows]

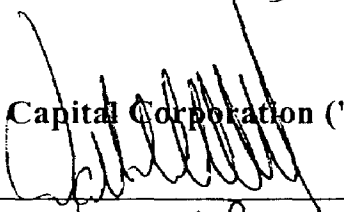
IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**eCASH TECHNOLOGIES, INC. ("Borrower")**

By: 

Name: Andrew Haring

Title: Secretary

**Ruloff Capital Corporation ("Lender")**  
By: 

Name: Matt S. Ruloff

Title: President

**SCHEDULE I**  
to  
**SECURITY AGREEMENT**

**SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL  
AND RECORDS CONCERNING COLLATERAL**

- I. State of Organization or Incorporation of Borrower: Delaware
- II. Chief Executive Office and principal place of business of Borrower:  

19015 North Creek Parkway, Suite 105  
Bothell, WA 98011
- III. Corporate Offices of Borrower: same
- IV. Locations of Records Concerning Collateral: same

## SCHEDULE II

to

### Security Agreement

### Patents and Trademarks

The Collateral is subject to security interests, of equal priority to the interests granted herein, in favor of Ruloff Capital Corporation, eCash Investment Corporation., Trillium Corporation, Trillium Investors IV, LLC, eOne Global, L.P., August Capital, L.P., Technologies for Information and Entertainment III, L.P. and TIE Mezzanine Fund, L.P.

### PATENTS

Borrower entered into a Patent Royalty Agreement with TransCore Holdings, Inc. ("TransCore") effective August 22, 2001, which provides that TransCore agrees to pay Borrower 1% (one percent) of the gross proceeds it or any affiliate receives from any commercial proceeds it realizes as a result of (i) the transfer or license of the Automatic Real-Time Highway Toll Collection From Moving Vehicles, Letters Patent No. 5,485,520 (the "Patent"), or (ii) the sale or license of any software or hardware that contains any invention covered in the Patent.

**See attached schedule.**



SCHEDULE II

## Patents

| <u>Description</u>   | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|--|---|---|
| Limited traceability systems   | 5,712,913                                       | 01/27/98                                      |
| Limited traceability systems   | 5,878,140                                       | 03/02/99                                      |
| Limited traceability systems   | 5,781,631                                       | 07/14/98                                      |
| Private signature and proof systems  | 5,493,614                                       | 02/20/96                                      |
| Compact endorsement signature systems                                      | 5,434,919                                       | 07/18/95                                      |
| Designated-confirmer signature systems                                     | 5,373,558                                       | 12/13/94                                      |
| Selected-exponent signature systems  | 4,996,711                                       | 02/16/91                                      |
| Unpredictable blind signature systems                                      | 4,991,210                                       | 02/05/91                                      |
| Optionally moderated transaction systems                                   | 5,131,039                                       | 07/14/92                                      |
| Optionally-moderated transaction systems                                   | 5,276,736                                       | 01/04/94                                      |
| One-show blind signature systems   | 4,914,698                                       | 04/03/90                                      |
| One-show blind signature systems   | 4,987,593                                       | 01/22/91                                      |
| Returned-value blind signature systems                                     | 4,949,380                                       | 08/14/90                                      |
| Undeniable signature systems   | 4,947,430                                       | 11/23/87                                      |
| Card-computer moderated systems  | 4,926,480                                       | 05/15/90                                      |
| Blind unanticipated signature systems                                      | 4,759,064                                       | 07/19/88                                      |
| Blind signature systems  | 4,759,063                                       | 07/19/88                                      |
| Cryptographic identification, financial transaction, and credential device | 4,529,870                                       | 07/16/85                                      |
| Partitioned information storage systems with controlled retrieval          | 5,956,400                                       | 09/21/99                                      |
| Multi-purpose transaction card system                                      | 08,909,480                                      | 08/11/97                                      |

**TRADEMARKS**

**See attached schedule.**

SCHEDULE II

TRADEMARK REGISTRATIONS

| Trademark   | Class | Registration No. |
|-------------|-------|------------------|
| ECASH       | 42    | 2,271,287        |
| CYBER-CASH  | 9     | 2,183,077        |
| CYBER PAY   | 9     | 2,036,405        |
| CYBER PAY   | 42    | 2,036,406        |
| CYBERS      | 9     | 2,117,355        |
| DIGIBANK    | 9     | 2,074,863        |
| DIGIBANK    | 36    | 2,036,410        |
| DIGIBANK    | 42    | 2,036,407        |
| DIGICASH    | 9     | 2,085,188        |
| DIGICASH    | 36    | 2,163,019        |
| DIGICASH    | 42    | 2,188,678        |
| DIGICOIN    | 9     | 2,068,307        |
| DIGICOIN    | 36    | 2,098,545        |
| DIGICOIN    | 42    | 2,058,600        |
| DIGI-DOLLAR | 9     | 2,203,439        |
| DIGIPAY     | 9     | 2,036,409        |
| DIGIPAY     | 36    | 2,098,541        |
| DIGIPAY     | 42    | 2,036,408        |
| E-COIN      | 9     | 2,080,538        |
| E-COIN      | 42    | 2,009,491        |

TRADEMARK REGISTRATIONS

(cont'd)

|          |    |           |
|----------|----|-----------|
| E-DOLLAR | 9  | 2,291,817 |
| E-DOLLAR | 36 | 2,291,818 |
| E-DOLLAR | 42 | 2,339,451 |
| ES       | 9  | 2,175,976 |
| E-VOTE   | 9  | 2,206,304 |
| E-VOTE   | 36 | 2,163,073 |
| KIDCASH  | 9  | 2,206,333 |
| KIDCASH  | 36 | 2,275,106 |
| KIDCASH  | 42 | 2,117,383 |
| NET-CASH | 9  | 2,050,173 |
| NET-CASH | 42 | 2,224,854 |
| NET-PAY  | 9  | 2,050,190 |
| NET-PAY  | 36 | 2,078,302 |
| NET-PAY  | 42 | 2,034,817 |
| V-CASH   | 36 | 2,098,628 |
| V-CASH   | 42 | 2,117,259 |
| V-COIN   | 36 | 2,224,870 |
| V-COIN   | 42 | 2,117,258 |
| V-MONEY  | 9  | 2,241,419 |

PENDING TRADEMARK APPLICATIONS

| Trademark      | Class         | Serial No. |
|----------------|---------------|------------|
| ECASH & DESIGN | 9, 36 &<br>42 | 75/895,751 |
| ECASH          | 9             | 74/605,417 |
| CYBER-BUCKS    | 42            | 74/623,986 |
| CYBER DOLLAR   | 9             | 75/061,132 |
| CYBER DOLLAR   | 36            | 75/061,243 |
| CYBERS         | 36            | 75/061,240 |
| CYBERS         | 42            | 75/061,245 |
| DIGIS          | 9             | 75/061,129 |

DOMAIN NAMES

| <b>DOMAIN NAMES –<br/>NETWORK SOLUTIONS<br/>REGISTERED</b> | <b>STATUS</b>         |
|--|-----------------------|
| digicash.com   | Registration complete |
| e-cashtech.com   | Registration complete |
| ecashtech.com  | Registration complete |
| ecashtech.net  | Registration complete |
| ecashtech.org  | Registration complete |
| ecashtechnologies.com                                      | Registration complete |
| ecashtechnologies.net                                      | Registration complete |
| ecashtechnologies.org                                      | Registration complete |
| e-cash.com   | Registration complete |
| ecash-international.net                                    | Registration complete |
| ecashmall.com  | Registration complete |
| digicashmall.com   | Registration complete |
| hot-cash.com   | Registration complete |
| my-issuer.com  | Registration complete |
| ez-ecash.com   | Registration complete |
| Ecash.net  | Registration complete |

| <b>ETI DOMAIN NAMES -<br/>REGISTER.COM REGISTERED</b> | <b>STATUS</b>         |
|---|-----------------------|
| ecash-it.com  | Registration complete |
| ecash4amazon.com                                      | Registration complete |
| ecash4aol.com   | Registration complete |
| ecash4banks.com                                       | Registration complete |
| ecash4birthdays.com                                   | Registration complete |
| ecash4christmas.com                                   | Registration complete |
| ecash4gifts.com                                       | Registration complete |
| ecash4grads.com                                       | Registration complete |
| ecash4her.com   | Registration complete |
| ecash4him.com   | Registration complete |
| ecash4holidays.com                                    | Registration complete |
| ecash4merchants.com                                   | Registration complete |
| ecash4phones.com                                      | Registration complete |
| ecash4pilots.com                                      | Registration complete |
| ecash4teens.com                                       | Registration complete |
| ecash4wireless.com                                    | Registration complete |
| ecash4yahoo.com                                       | Registration complete |
| ecash42b.com  | Registration complete |
| ecashb2c.com  | Registration complete |
| spendecash.com  | Registration complete |
| spendecash.net  | Registration complete |

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Patent  
Security Agt.



## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of September 10, 2001, by ECASH TECHNOLOGIES, INC., a Delaware corporation ("Borrower"), in favor Ruloff Capital Corporation ("Lender").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain letter agreement dated as of the date hereof by and among Borrower and Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Letter Agreement"), Lender has agreed to make certain loans to Borrower (the "Loans").

WHEREAS, Lender is willing to make the Loans as provided for in the Letter Agreement, but only upon the condition, among others, that Borrower shall have executed and delivered to Lender that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Borrower is required to execute and deliver to Lender this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

"Patent" means any United States or foreign patent to which Borrower now or hereafter has title; any rights under licenses from another person to use any such United States or foreign patent; any contractual rights, whether or not in the nature of a license, pursuant to which Borrower has or may have use of any such United States or foreign patent; and any application for a United States or foreign patent now or hereafter made by Borrower.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Borrower hereby grants to Lender a continuing first priority security interest in all of Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents (including without limitation, rights to use patents owned by others pursuant to licenses) including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future infringement or dilution of any Patent.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]



**SCHEDULE I**  
**TO**  
**PATENT SECURITY AGREEMENT**

**See attached.**

SCHEDULE 1

## Patents

| <u>Description</u>   | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|--|---|---|
| Limited traceability systems   | 5,712,913                                       | 01/27/98                                      |
| Limited traceability systems   | 5,878,140                                       | 03/02/99                                      |
| Limited traceability systems   | 5,781,631                                       | 07/14/98                                      |
| Private signature and proof systems  | 5,493,614                                       | 02/20/96                                      |
| Compact endorsement signature systems                                      | 5,434,919                                       | 07/18/95                                      |
| Designated-confirmer signature systems                                     | 5,373,558                                       | 12/13/94                                      |
| Selected-exponent signature systems  | 4,996,711                                       | 02/16/91                                      |
| Unpredictable blind signature systems                                      | 4,991,210                                       | 02/05/91                                      |
| Optionally moderated transaction systems                                   | 5,131,039                                       | 07/14/92                                      |
| Optionally -moderated transaction systems                                  | 5,276,736                                       | 01/04/94                                      |
| One-show blind signature systems   | 4,914,698                                       | 04/03/90                                      |
| One-show blind signature systems   | 4,987,593                                       | 01/22/91                                      |
| Returned-value blind signature systems                                     | 4,949,380                                       | 08/14/90                                      |
| Undeniable signature systems   | 4,947,430                                       | 11/23/87                                      |
| Card-computer moderated systems  | 4,926,480                                       | 05/15/90                                      |
| Blind unanticipated signature systems                                      | 4,759,064                                       | 07/19/88                                      |
| Blind signature systems  | 4,759,063                                       | 07/19/88                                      |
| Cryptographic identification, financial transaction, and credential device | 4,529,370                                       | 07/16/85                                      |
| Partitioned information storage systems with controlled retrieval          | 5,056,400                                       | 09/21/99                                      |
| Multi-purpose transaction card system                                      | 38,909,480                                      | 08/11/97                                      |

Trademark  
Security Agt.

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of Oct 2, 2001, by ECASH TECHNOLOGIES, INC., a Delaware corporation ("Borrower"), in favor of and Ruloff Capital Corporation ("Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain letter agreement dated as of the date hereof by and among Borrower and Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Letter Agreement"), Lender has agreed to make certain loans to Borrower (the "Loans").

WHEREAS, Lender is willing to make the Loans as provided for in the Letter Agreement, but only upon the condition, among others, that Borrower shall have executed and delivered to Lender that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Borrower is required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

"Trademark" means all right, title and interest in and to any United States or foreign trademarks, service marks and trade names now held or hereafter acquired by Debtor which are registered in the United States Patent and Trademark Office or in a comparable office in any State of the United States or any foreign country or subdivision thereof; any registration or application for registration in any such office of any trademarks or service marks now held or hereafter acquired by Debtor, any unregistered trademarks, service marks, and trade names now used or owned, or used or owned hereafter, by Debtor; any domain names used or owned now or in the future by Debtor; any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers now used or owned, or used or owned hereafter, by Debtor in the United States or any foreign country; any rights under licenses from another person to use any such trademark, service mark, trade name, trade dress, or other above-described rights, and any contractual rights, whether or not in the nature of a license, pursuant to which Debtor has or may have use of any such rights.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Borrower hereby grants to Lender a continuing first priority security interest in all of Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks (including without limitation, rights to use trademarks owned by others pursuant to licenses) including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]



IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ECASH TECHNOLOGIES, INC. ("Borrower")

By: [Signature]  
Name: Andrew Haring  
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

Ruloff Capital Corporation ("Lender")

By: [Signature]  
Name: Walter Ruloff  
Title: President

**ACKNOWLEDGMENT OF BORROWER**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

ss.

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of \_\_\_\_\_, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

{seal}

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

See attached.

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45011210\_1.DOC

Document12

SCHEDULE 1

TRADEMARK REGISTRATIONS

| Trademark   | Class | Registration No. |
|-------------|-------|------------------|
| ECASH       | 42    | 2,271,287        |
| CYBER-CASH  | 9     | 2,183,077        |
| CYBER PAY   | 9     | 2,036,405        |
| CYBER PAY   | 42    | 2,036,406        |
| CYBERS      | 9     | 2,117,355        |
| DIGIBANK    | 9     | 2,074,863        |
| DIGIBANK    | 36    | 2,036,410        |
| DIGIBANK    | 42    | 2,036,407        |
| DIGICASH    | 9     | 2,085,188        |
| DIGICASH    | 36    | 2,163,019        |
| DIGICASH    | 42    | 2,188,678        |
| DIGICOIN    | 9     | 2,068,307        |
| DIGICOIN    | 36    | 2,098,545        |
| DIGICOIN    | 42    | 2,058,600        |
| DIGI-DOLLAR | 9     | 2,203,439        |
| DIGIPAY     | 9     | 2,036,409        |
| DIGIPAY     | 36    | 2,098,541        |
| DIGIPAY     | 42    | 2,036,408        |
| E-COIN      | 9     | 2,080,538        |
| E-CODE      | 42    | 2,009,491        |

TRADEMARK REGISTRATIONS

(cont'd)

|          |    |           |
|----------|----|-----------|
| E-DOLLAR | 9  | 2,291,817 |
| E-DOLLAR | 36 | 2,291,818 |
| E-DOLLAR | 42 | 2,339,451 |
| ES       | 9  | 2,175,976 |
| E-VOTE   | 9  | 2,206,304 |
| E-VOTE   | 36 | 2,163,073 |
| KIDCASH  | 9  | 2,206,333 |
| KIDCASH  | 36 | 2,275,106 |
| KIDCASH  | 42 | 2,117,383 |
| NET-CASH | 9  | 2,050,173 |
| NET-CASH | 42 | 2,224,854 |
| NET-PAY  | 9  | 2,050,190 |
| NET-PAY  | 36 | 2,078,302 |
| NET-PAY  | 42 | 2,034,817 |
| V-CASH   | 36 | 2,098,628 |
| V-CASH   | 42 | 2,117,259 |
| V-COIN   | 36 | 2,224,870 |
| V-COIN   | 42 | 2,117,258 |
| V-MONEY  | 9  | 2,241,419 |

PENDING TRADEMARK APPLICATIONS

| Trademark      | Class         | Serial No. |
|----------------|---------------|------------|
| ECASH & DESIGN | 9, 36 &<br>42 | 75/895,751 |
| ECASH          | 9             | 74/605,417 |
| CYBER-BUCKS    | 42            | 74/623,986 |
| CYBER DOLLAR   | 9             | 75/061,132 |
| CYBER DOLLAR   | 36            | 75/061,243 |
| CYBERS         | 36            | 75/061,240 |
| CYBERS         | 42            | 75/061,245 |
| DIGIS          | 9             | 75/061,129 |