

11-07-2002

FORM PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 05/31/2002)

RECO



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

102274637

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Who's Calling, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State- Washington, Other

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

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

Name: Silicon Valley Bank Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

3. Nature of conveyance:

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

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No Additional name(s) & address(es) attached? Yes No

Execution Date: 10/3/02

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

A. Trademark Application No.(s) 76/297,826

B. Trademark No.(s) 2,322,897

Additional numbers attached? Yes No

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

Name: Silicon Valley Bank Internal Address: Loan Documentation HA155 Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65.00 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

11/06/2002 LMUELLER 00000246 76297826

01 FC:18521 40.00 DP 02 FC:18522 25.00 DP

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.

Name of Person Signing

Signature

Date 10-22-02

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: 002611 FRAME: 0781

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and WHO'S CALLING, 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 concurrently executed herewith (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.

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:

5210 Carillon Point
Kirkland, WA 98033

Attn: _____

WHO'S CALLING, INC.

By *Robin Wherry*

Title: *President/COO*

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

SILICON VALLEY BANK

By *Ben Bond*

Title: *V.P.*

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
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None.

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
Pending US Patent for: System and Method for Real-Time Reporting of Advertising Effectiveness	09/350, 785	July 9, 1999
Pending US Patent for: System and Method for Real-Time Reporting of Advertising Effectiveness	09/611, 687 (continuation in part of 09/350, 785)	
Pending US Patent for: System and Method for Real-Time Reporting of Advertising Effectiveness	10/215, 783 (continuation in part of 09/350, 785)	
Pending Canadian Patent for: System and Method for Real-Time Reporting of Advertising Effectiveness	2,380,750	July 7, 2000
International Publication for: System and Method for Real-Time Reporting of Advertising Effectiveness	Int'l Publication #WO 01/04780 A2	Int'l Publication occurred January 18, 2001; Chapter II closed January 9, 2002

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
U.S. Trademark for Who's Calling.com	2,322,897	February 29, 2000
U.S. Trademark for Who's Calling (Stylized)	76/297,826	August 9, 2001
Canadian Trademark for Who's Calling & Design	1,130,602	February 8, 2002
Mexican Trademark for Who's Calling & Design	531867	February 11, 2002
Australian Trademark for Who's Calling & Design	902996	February 8, 2002
European Community Trademark for Who's Calling & Design	002576734	February 13, 2002

EXHIBIT D

Mask Works

Description	Registration/ Application Number	Registration/ Application Date
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None.