

11/25/02

11-25-2002

FORM PTO-1594 (Rev 5-93)

REI



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents :

102291746

Documents or copy thereof.

1. Name of conveying party(ies):

WATCHMARK CORP.

MSD  
11-25-02

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

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

3. Nature of Conveyance:

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

Execution Date: June 12, 2001

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

Name: COMERICA BANK-CALIFORNIA  
 Successor in interest to IMPERIAL BANK  
 Address: 5330 CARILLON POINT  
 City: KIRKLAND State: WA Zip: 98033

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

78/152,976	78/152,979	78/152,980
78/131,616	78/131,619	78/131,621
78/131,623	78/131,625	78/152,983
78/152,984	78/152,985	78/152,986
78/152,987	78/152,988	78/131,615
78/131,614	78/131,612	78/131,611
78/131,608		

B. Trademark Registration No.(s)

Additional numbers attached? [ X ] Yes [ ] No

RECEIVED  
NOV 25 PM 3:00  
ASSIGNMENT DIV

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

Name: Erin O'Brien  
 Internal Address: GRAY CARY WARE & FREIDENRICH  
 4365 Executive Drive, Suite 1100  
 San Diego, CA 92121-2133

6 Total number of applications and registrations involved: 19

190E

7. Total fee (37 CFR 3.41) . . . . . \$ 490.00

[ x ] Enclosed

[ ] Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Erin O'Brien  
Name of Person Signing

*Erin O'Brien*  
Signature

November 22, 2002  
Date

Total number of pages comprising cover sheet: [ 7 ]

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

U.S. Patent and Trademark Office, Office of Public Records  
 1213 Jefferson Davis Highway, 3rd Floor  
 Arlington, VA 22202

11/26/2002 6TOM11 00000050 78152976

01 FC:4521  
02 FC:4522

40.00 OP  
450.00 OP

PA10160885.3  
1090371-962200

TRADEMARK  
REEL: 002623 FRAME: 0164

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 12, 2001 by and between IMPERIAL BANK ("Bank") and WATCHMARK CORP., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 of even date 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 and Patents 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 and under all other agreements now existing or hereafter arising between Grantor and Bank, 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 the Copyrights, Patents and Trademarks listed on Schedules A, B and C 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

WATCHMARK CORP.

Address of Grantor:

13431 NE 20th Street  
Bellevue, WA 98005

Attn: Chief Financial Officer

By: *Thomas D. V.*

Title: *Chief Financial Officer*

BANK:

IMPERIAL BANK

Address of Bank:

5330 Carillon Point  
Kirkland, WA 98033

Attn: Bob Van Nortwick

By: *Bob Van Nortwick*

Title: *VICE PRESIDENT*

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
WatchMark Extreme 1.4	Pending	
WatchMark Pilot 1.6	Pending	
WatchMark Prospect 4.4	Pending	
WatchMark Control 3.0	Pending	

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Watchmark Insight	76/082,749	07/03/00
Watchmark Prospect	75/653,352	03/04/99
Watchmark Extreme	75/653,351	03/04/99
Watchmark Design	2,272,804	08/24/99
Watchmark Control	2,250,248	06/01/99
Watchmark Correlate	2,272,803	08/24/99
Watchmark Pilot	2,243,488	05/04/99
Watchmark	2,272,755	08/24/99
Prospectalarm	78/081,318	08/27/01
Control	78/152,976	08/09/02
Control	78/152,979	08/09/02
Control	78/152,980	08/09/02
Curves Design	78/131,616	05/28/02
Curves Design	78/131,619	05/28/02
Curves Design	78/131,621	05/28/02
Curves Design	78/131,623	05/28/02
Curves Design	78/131,625	05/28/02
Insight	78/152,983	08/09/02
Insight	78/152,984	08/09/02
Pilot	78/152,985	08/09/02
Pilot	78/152,986	08/09/02
Prospect	78/152,987	08/09/02
Prospect	78/152,988	08/09/02
Watchmark logo	78/131,615	08/09/02

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Watchmark logo	78/131,614	05/28/02
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Watchmark logo	78/131,611	05/28/02
Watchmark logo	78/131,608	05/28/02