

11-27-2002

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/200) Tab settings



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U.S. 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): FullTilt Asset Management Company 2010 Renaissance Avenue King of Prussia, PA 19406 [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State -DE [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

11-27-02

2. Name and address of receiving party(ies) Name: Comerica Bank - California Internal Address: Street Address: 2701 Renaissance Boulevard City: King of Prussia State: PA Zip: 19406 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [x] Other Bank If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [x] Security Agreement [ ] Change of Name [ ] Other Execution Date: 10/31/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Status Chart attached to Security Agreement B. Trademark Registration No.(s) See Status Chart attached to Security Agreement Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Paula T. Bradley, Paralegal Internal Address: c/o McCausland, Keen & Buckman Street Address: 259 North Radnor-Chester Road Radnor Court, Suite 160 City: Radnor State: PA Zip: 19087

6. Total number of applications and registrations involved: 7 7. Total fee (37 CFR 3.41) \$ 190.00 [x] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: Not Applicable

DO NOT USE THIS SPACE

9. Signature. Paula T. Bradley, Paralegal Name of Person Signing Signature 11/26/2002 Date Total number of pages including cover sheet, attachments, and document: 6

11/27/2002 LMUELLER 00000202 2587864

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

01 FC:8521 40.00 OP 02 FC:8522 150.00 OP

TRADEMARK REEL: 002624 FRAME: 0262

## FullTilt Asset Management Company Status Chart

| <i>Mark</i>   | <i>Country</i> | <i>Filing Basis</i> | <i>Reg. No.<br/>(App. No.)</i> | <i>Reg. Date<br/>(App. Date)</i> | <i>Status</i>   | <i>Notice<br/>Symbol</i> |
|---|----------------|---------------------|--------------------------------|----------------------------------|---|--------------------------|
| DOES YOUR FRONT END KNOW WHAT YOUR BACK END IS DOING? | U.S.           | _____               | 2,587,864                      | 7/02/02                          | Registered:<br>Section 8 and<br>15 due<br>7/02/07-<br>7/02/08     | ®                        |
| DYNAMIC RATIONALIZATION                               | U.S.           | _____               | 2,595,940                      | 7/16/02                          | Registered:<br>Section 8 and<br>15 due<br>7/16/07 -<br>7/16/08    | ®                        |
| FULLTILT  | U.S.           | Intent<br>to<br>Use | (78/002,049)                   | (03/21/00)                       | Pending:<br>Statement of<br>Use filed<br>8/22/02                  | TM/SM                    |
| FULLTILT & Design                                     | U.S.           | _____               | 2,572,972                      | 5/28/02                          | Registered:<br>Section 8 and<br>15 due<br>5/28/07 -<br>5/28/08    | ®                        |
| I-ACCEL   | U.S.           | _____               | 2,634,296                      | 10/15/02                         | Registered:<br>Section 8 and<br>15 due<br>10/15/07 --<br>10/15/08 | ®                        |
| INTELLIGENT ACCELERATION                              | U.S.           | Use                 | (76/085,164)                   | (07/07/00)                       | Pending:<br>Published on<br>8/13/02                               | TM/SM                    |
| Miscellaneous Design                                  | U.S.           | _____               | 2,590,630                      | 7/9/02                           | Registered:<br>Section 8 and<br>15 due<br>7/9/07 -<br>7/9/08      | ®                        |

| <i>Mark</i>          | <i>Country</i> | <i>Filing Basis</i> | <i>Reg. No.<br/>(App. No.)</i> | <i>Reg. Date<br/>(App. Date)</i> | <i>Status</i>                                   | <i>Notice<br/>Symbol</i> |
|----------------------|----------------|---------------------|--------------------------------|----------------------------------|---|--------------------------|
| FULLTILT &<br>DESIGN | CTM            | _____               | (2,390,359)                    | (09/17/01)                       | Pending<br>Registration<br>fee paid<br>10/10/02 | TM/SM                    |
| I-ACCEL              | CTM            | _____               | (2,390,433)                    | (09/17/01)                       | Pending   | TM                       |

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 31, 2002, by and between Comerica Bank – California ("Bank") and FullTilt Asset Management Company, a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor's parent corporation, FullTilt Solutions, Inc. ("Parent Borrower") and Parent Borrower's wholly-owned subsidiary, FullTilt, Inc. ("Subsidiary Borrower"; and Parent Borrower and Subsidiary Borrower individually and collectively "Borrower") ("Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower 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). Grantor has entered into an Unconditional Guaranty (the "Guaranty") guaranteeing Borrower's payment and performance of its obligations under the Loan Documents.

B. Bank is willing to make the Loans to Borrower, 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 Borrower under the Loan Agreement and the obligations of Grantor under the Guaranty.

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 Borrower's obligations under the Loan Agreement, Grantor's obligations under the Guaranty and Borrower's and/or Grantor's obligations under all other agreements now existing or hereafter arising between Borrower and Bank and/or Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure Borrower's obligations under the Loan Agreement, Grantor's obligations under the Guaranty and Borrower's and/or Grantor's obligations under any other agreement now existing or hereafter arising between Bank and Grantor and/or 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 those 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 interests granted by Borrower to Bank under the Loan Agreement. The rights and remedies of Bank in the Loan Agreement, including but not limited to those set forth in Section 8 of the Loan Agreement, are hereby incorporated herein by reference and shall be applicable hereunder to the same extent as if Grantor was the Borrower under the Loan Agreement and the Intellectual Property Collateral described herein was part of the Collateral 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.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

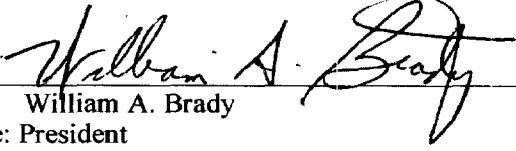
Address of Grantor:

2010 Renaissance Blvd.  
King of Prussia, PA 19406

Attn: General Counsel

FullTilt Asset Management Company

By:



William A. Brady

Title: President

Bank:

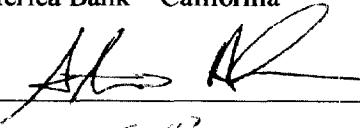
Address of Bank:

Comerica Bank-California  
Commercial Loan Services Department  
9920 S. La Cienega Blvd., 14<sup>th</sup> Floor  
Inglewood, CA 90301

Attn: Loan Documentation

Comerica Bank - California

By:



Title:

SVP

EXHIBIT A

Copyrights

EXHIBIT B

Patents

EXHIBIT C

Trademarks

Please see attached summary of FullTilt's Intellectual Property, as prepared by FullTilt's outside legal counsel, Blank Rome Comisky & McCauley.