

12-10-2002



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102307221

Tab settings

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

12-9-02

1. Name of conveying party(ies): Arzoon, Inc. 12-9-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Transamerica Technology Finance Corporation
Internal Address:
Street Address: 76 Batterson Park Road
City: Farmington State: CT Zip: 06032
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
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 11/04/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/790356, 76/215619
see attached for a more particular description
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name:
Internal Address:
RETURN TO:
FEDERAL RESEARCH CORP
1030 15th STREET NW
Street Address: SUITE 920
WASHINGTON DC 20005
City: State: Zip:

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41): \$ 165.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature:
Allen M. Sailer, Senior Vice President
Signature Date 12/04/02
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 8

12/10/2002 TDIAZ1 00000069 75790356
01 FC:0521 40.00 OP
02 FC:0522 25.00 OP

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

TRADEMARK
REEL: 002630 FRAME: 0495

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 4, 2002, is entered into between **ARZOOM, INC.**, a Delaware corporation ("Grantor"), which has a mailing address at 2075 Pioneer Court, San Mateo, CA 94403, and **TRANSAMERICA TECHNOLOGY FINANCE CORPORATION successor in interest to TRANSAMERICA BUSINESS CREDIT CORPORATION** ("TTFC"), a Delaware corporation, having its principal office at 9399 West Higgins Road, Suite 600, Rosemont, Illinois 60018 and having an office at 76 Batterson Park Road, Farmington, CT 06032.

RECITALS

A. Grantor and TTFC are contemporaneously herewith entering into, or have entered into, that certain Restructure Agreement dated the date hereof (the "Restructure Agreement"), supplementing the terms and provisions of that certain Master Loan and Security Agreement dated as of October 31, 2000 ("Loan Agreement"), that certain Security Agreement dated the date hereof (the "Security Agreement"), and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Restructure Agreement, the Loan Agreement and the Security Agreement, the "Loan Documents"). Capitalized terms used, but not defined, herein shall have the meanings ascribed to such terms in the Loan Agreement; and

B. Grantor is the owner of certain intellectual property, identified below, in which Grantor is granting a security interest to TTFC.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. GRANT OF SECURITY INTEREST.

To secure the complete and timely payment and performance of all Obligations, and without limiting any other security interest Grantor has granted to TTFC, Grantor hereby grants, assigns, and conveys to TTFC a security interest in Grantor's entire right, title, and interest in and to the following, whether now owned or hereafter acquired (the "Collateral"):

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, trade dress and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) All of Grantor's right to the trademarks and trademark registrations listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(iv) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Exhibit B attached hereto, as the same may be updated hereafter from time to time;

(v) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark

D:\Winword\Agreement\Finance\Transamerica Restructure\Security Agreement\11-04-02 FINAL IP Security Agreements - Parent - execution 11.04.02.doc

registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of TTFC for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vi) All of Grantor's right, title and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of TTFC for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vii) The entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(viii) All general intangibles relating to the foregoing and all other intangible intellectual or other similar property of the Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(ix) All products and proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

Notwithstanding anything herein to the contrary, Collateral shall not be deemed to include the Grantor's rights or interest in any license or contract to which Grantor is a party to the extent, but only to the extent, that such a grant would, under the terms of such license or contract, result in a breach of the terms of or constitute a default under such license or contract (other than to the extent that any such breach or default would be rendered ineffective under the UCC, applicable law (including the Bankruptcy Code), or principles of equity) (collectively, the "Non-Assignable Contracts"); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall be deemed to automatically include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect; and provided, further, that Grantor hereby grants and Collateral shall be deemed to include all such rights and interests and the security interest granted in this Section shall include all Collateral necessary for TTFC to obtain a first priority perfected security interest in all Grantor's rights to receive proceeds of Non-Assignable Contracts.

2. AFTER-ACQUIRED PATENT OR TRADEMARK RIGHTS.

If Grantor shall obtain rights to any new trademarks, trademark applications, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to TTFC with respect to any such new trademarks, trademark applications, or patents or patent applications, or renewal or extension of any trademark registration. Without limiting Grantor's obligation under this Section 2, Grantor authorizes TTFC to modify this Agreement by amending Exhibits A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibits A or B shall in any way affect, invalidate or detract from TTFC's continuing security interest in all Collateral, whether or not listed on Exhibit A or B.

3. GENERAL PROVISIONS.

3.1 Rights Under Loan Documents. This Agreement has been granted in conjunction with the security interest granted to TTFC under the Security Agreement and the other Loan Documents. The rights and remedies of TTFC with respect to the security interests granted herein are without prejudice to, and are in

addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

3.2 Successors. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Grantor may not transfer any of the Collateral or any rights hereunder, without the prior written consent of TTFC, except as specifically permitted by this Agreement or the Security Agreement.

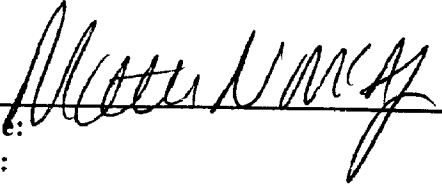
3.3 Amendment; No Conflict. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 2 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Restructure Agreement or the Security Agreement, the provision giving TTFC greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to TTFC under the Security Agreement.

3.4 Governing Law. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS AND DECISIONS OF THE STATE OF ILLINOIS.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TRANSAMERICA TECHNOLOGY FINANCE
CORPORATION

ARZON, INC.

By: 
Name: _____
Title:

By: _____
Name: _____
Title:

Matthew N. McAlpine
Senior Vice President

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TRANSAMERICA TECHNOLOGY FINANCE
CORPORATION

ARZOOK, INC.

By: _____
Name:
Title:


By: 
Name: Faïd Dibachi
Title: CEO

Exhibit A

REGISTERED TRADEMARKS

Trademark

Registration Date

Registration No.

No Registrations

PENDING TRADEMARKS

Trademark

Filing Date

Serial No.

Arzoon

c.09/99

75/790356

Life

2/21/02

76/215619

Exhibit B

PATENTS

<u>Patent Description/Title</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Name of Inventor</u>
<u>None</u>			

PATENT APPLICATIONS

<u>Description</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Name of Inventor</u>
Software Isolation of Presentation & Mark-Up Language Using Intermediate Function Language & Library	10/04/01	01/42488	<u>Rojko</u>
Software Isolation of Presentation & Mark-Up Language Using Intermediate Function Language & Library	10/05/00	09/680570	<u>Rojko</u>
Technique & Implementation for Optimizing Results of Combinatorial Auctions	04/12/01	60/283690	<u>McAloon</u>