

FORM PTO-1594 13-37-00

102323120

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

_	To the Honorable Commissioner of Patents and Trademarks	s. Please record the attached original documents or copy thereof.				
	1 Name of conveying party(ies):	2. Name and address of receiving party(ies):				
	ECREATIVESEARCH, INC.	Name: COMERICA BANK-CALIFORNIA Address: 9920 S. LA CIENEGA BLVD., SUITE 1401				
	Individual(s) citizenship: Association:	City: INGLEWOOD State: CA Zip: 90301				
	General Partnership:	Individual(s) citizenship:				
	Limited Partnership:	Association:				
	Corporation - State: DELAWARE	General Partnership:				
	Other:	Limited Partnership:				
	Cities.	Corporation – State:				
	$\label{eq:Additional name} Additional \ name(s) \ of \ conveying \ party(ies) \ attached? [] \ Yes [X] \ No$	Other: a California banking corporation				
	3. Nature of Conveyance:	If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No				
	[Assignment [] Merger	(Designations must be a separate document from assignment)				
	[X] Security Agreement [] Change of Name [] Other	Additional name(s) & address(es) attached? [Yes x No				
	Control	Additional name(s) & address(es) attached: [] Tes [x] No				
_	Execution Date: December 13, 2002					
	4. Application number(s) or trademark number(s):					
	A. Trademark Application No.(s)	B. Trademark Registration No.(s)				
	76/232.921	2,467,719 2,467,718 2,370,967 2,370,966				
_	Additional numbers attac	ched? [] Yes [X] No				
	5. Name and address of party to whom correspondence concerning document should be mailed:	6 Total number of applications and registrations involved: 5				
	Name: Erin O'Brien Internal Address: GRAY CARY WARE & FREIDENRICH 4365 Executive Drive, Suite 1100 San Diego, California 92121-2133					
		7. Total fee (37 CFR 3.41) \$140.00				
		[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 Mu	mature December 26, 2002 Date				
	Name of Person Signing Sig	gnature Date				
		Total number of pages comprising cover sheet: [7]				
		th required cover sheet information to:				
		Office, Office of Public Records				
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02 FC:852	2 100.00 OP					

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 13, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and ECREATIVESEARCH, INC., a Delaware corporation ("Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to FASTCHANNEL NETWORK, INC. ("Borrower") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement dated as 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 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 Grantor under that certain Unconditional Guaranty executed by Grantor in favor of Bank as of the date hereof (the "Grantor Obligations").
- B. Pursuant to the terms of that certain Third Party Security Agreement (the "Third Party Security Agreement") between Bank and Grantor dated as of even date herewith, 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 the Grantor Obligations and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Grantor Obligations and under any other agreement 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 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 interest granted to Bank under the Third Party Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Third Party Security 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 Third Party Security 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 Third Party Security 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.

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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 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: 250 First Avenue, Suite 201	ECREATIVESEARCH, INC. By: Jugard Charles	
Needham, MA 02494 Attn: Chief Financial Officer	Title: Pusidint	
Attn: Chief Executive Officer		
	BANK:	
Address of Bank:	COMERICA BANK-CALIFORNIA	
9920 S. La Cienega Blvd., Suite 1401 Inglewood, CA 90301	Ву:	
Attn: Manager	Title:	

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	GRANTOR:
Address of Grantor:	ECREATIVESEARCH, INC.
250 First Avenue, Suite 201 Needham, MA 02494 Attn: Chief Financial Officer	By:
Attn: Chief Executive Officer	
	BANK:
Address of Bank:	COMERICA BANK-CALIFORNIA
9920 S. La Cienega Blvd., Suite 1401 Inglewood, CA 90301	By: JP. MI what Title: Senior Vice President + Manage
Attn: Manager	The state of the s

EXHIBIT A

Copyrights

Registration Number

Registration <u>Date</u>

Description

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EXHIBIT B

Patents

Description

Registration/ Application Number Registration/ Application <u>Date</u>

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EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Ecorporatesearch	76/232,921	03/29/01
Resourcesearch	2,467,719	07/10/01
Spotsearch	2,467,718	07/10/01
Directorsearch	2,370,967	07/25/00
Directorsearch (and design)	2,370,966	07/25/00

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RECORDED: 12/27/2002