



## 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.

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:

E-CREATIVESEARCH, INC.

Address of Grantor:

250 First Avenue, Suite 201  
Needham, MA 02494  
Attn: Chief Financial Officer

Attn: Chief Executive Officer

By: 

Title: President

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401  
Inglewood, CA 90301

Attn: Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

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GRANTOR:

E-CREATIVESEARCH, INC.

Address of Grantor:

250 First Avenue, Suite 201  
Needham, MA 02494  
Attn: Chief Financial Officer

Attn: Chief Executive Officer

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401  
Inglewood, CA 90301

Attn: Manager

By: J.P. Michael

Title: Senior Vice President & Manager

EXHIBIT A

Copyrights

Registration  
Number

Registration  
Date

Description

Gray Cary\PA\10269977.4  
1090371-975400

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>
Ecorporatesearch	76/232,921	03/29/01
Resource search	2,467,719	07/10/01
Spot search	2,467,718	07/10/01
Director search	2,370,967	07/25/00
Director search (and design)	2,370,966	07/25/00