

01-07-2003

1-703

FORM PTO-1594  
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102329232

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

Individual(s) citizenship:

1-7-03

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

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

3. Nature of Conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: October 31, 2002

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

Name: COMERICA BANK-CALIFORNIA  
Address: 9920 S. LA CIENEGA BLVD., 14TH FLOOR  
City: INGLEWOOD State: CA Zip: 90301

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  No

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

A. Trademark Application No.(s)

78/002,049      76/085,164

B. Trademark Registration No.(s)

2,587,864	2,595,940	2,572,972
2,634,296	2,590,630	2,390,359
2,390,433		

Additional numbers attached?  Yes  No

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: 9

7. Total fee (37 CFR 3.41) . . . . . \$240.00

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

January 6, 2003  
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

01/07/2003 DBYRNE 00000112 78002049

01 FC:8521 40.00 DP  
02 FC:8522 200.00 DP

PA:10270301.1  
1030642-909600

TRADEMARK  
REEL: 2643 FRAME: 0413

## 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.

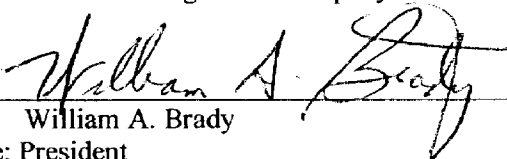
Address of Grantor:

2010 Renaissance Blvd.  
King of Prussia, PA 19406

Attn: General Counsel

Grantor:

FullTilt Asset Management Company

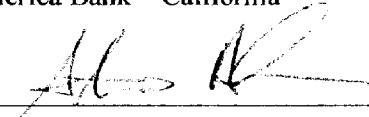
By:   
William A. Brady  
Title: President

Bank:

Comerica Bank – California

Address of Bank:

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

By:   
Title: SVI

Attn: Loan Documentation

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.

**FullTilt Asset Management Company  
Status Chart**

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

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

111933.00101/11068352v1

TRADEMARK  
REEL: 2643 FRAME: 0418

<i>Patent</i>	<i>Country</i>	<i>Reg. No. (App. No.)</i>	<i>Reg. Date (App. Date)</i>	<i>Status</i>
METHOD AND SYSTEM FOR IMPORTING DATA	United States	(09/741766)	(12/21/00)	Pending: Published on 9/05/02; awaiting Examination
EP- METHOD AND SYSTEM FOR IMPORTING DATA	European Patent Convention	(01310128.2)	(12/04/01)	Pending: No communication on substantive matter; all formal filing requirements have been met and awaiting examination
PCT - METHOD AND SYSTEM FOR IMPORTING DATA	Patent Cooperation Treaty	(PCT/UA01/43821)	(11/26/01)	Pending: Instructions for National Phase coming due on 6/21/03

4365 Executive Drive, Suite 1100  
San Diego, CA 92121-2133

[www.graycary.com](http://www.graycary.com)

O) 858-638-6717  
F) 858-677-1401

OUR FILE NO. 1030642-909600

January 6, 2003

*VIA FEDERAL EXPRESS*

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

**Re: Grantor: Fulltilt Asset Management Company**  
**Secured Party: Comerica Bank-California**

Dear Sir or Ms:

Enclosed please find the following documents:

1. Recordation Form Cover Sheet for Trademarks only;
2. Intellectual Property Security Agreement between Fulltilt Asset Management Company and Comerica Bank-California; and
3. A self-addressed postage paid postcard for your use to indicate your receipt of the enclosed documents.

Also included is a check to cover recordation fees. Please record these documents and return the original Notice of Recordation to me at the above-listed address after the security interest has been recorded.

Sincerely,

**Gray Cary Ware & Freidenrich LLP**



---

Erin O'Brien, Paralegal  
[eobrien@graycary.com](mailto:eobrien@graycary.com)

Enclosures

cc: Ms. Rosemary McCloskey (w/enclosures)

Gray Cary\PA\10276308.1  
1030642-909600