

02-10-2003

2-10-03

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) 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):

Parago, Inc.

2-10-03

- 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: Comerica Bank-California

Internal Address: Commercial Loan Services Dept.

Street 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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: January 24, 2003

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

A. Trademark Application No.(s)

78007338; 75724331; 78125905; 75792546

B. Trademark Registration No.(s)

2654440; 2631741; 2601640

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Debra J. Villarreal

Thompson & Knight, LLP

Internal Address:

Street Address: 1700 Pacific Avenue

Suite 3300

Dallas Texas 75201 City: State: Zip:

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41): \$190.00

- 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.

Debra J. Villarreal

Debra J. Villarreal

February, 2003

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

6

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

02/10/2003 6TON11 00000126 78007338

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

017104.010056 Dallas 1547154

TRADEMARK REEL: 002667 FRAME: 0027

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January <sup>24</sup>, 2003 by and between COMERICA BANK-CALIFORNIA ("Bank") and PARAGO, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor 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).

B. Bank is willing to make the Loans to Grantor, 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 the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, 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 its obligations under the Loan Agreement 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 its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Exhibits A, B and C hereto, but expressly excluding those Copyrights, Patents and Trademarks listed on Exhibits A, B and C as being excluded), 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 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 a currently pending 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:

1421 S. Belt Line Road, Suite 400  
Coppell, Texas 75019

PARAGO, INC.

By: *James S. Johnson*  
Title: *CFO*

BANK:

Address of Bank:

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

COMERICA BANK-CALIFORNIA

By: *Steven M. Males*  
Title: *VP*

Attn: Loan Documentation

EXHIBIT A

Copyrights

Description	Number	Date
• PTSystem Version 1.2	Txu 982-454	12/28/00
• PTSystem Version 1.3	Txu 982-456	12/28/00
• PromoCenter Version 1.2	Txu 982-455	12/28/00
• PromoCenter Version 1.4	Txu 982-453	12/28/00
• Survey Version 1.0	Txu 972-934	12/27/00
• Survey Version 1.2	Txu 972-935	12/27/00
• ValueRewards Version 1.0	Txu 972-885	12/27/00

EXHIBIT B

PATENTS

I. United States Provisional Patent Applications

1. U.S. Provisional Patent Application No. 60/149,156, filed August 15, 1999, and entitled "*Method and Apparatus for a Computer Network System Designed to Facilitate Rebate Fulfillment and Customer Information Gathering*"

II. United States Non-Provisional Patent Applications

1. U.S. Patent Application No. 09/470,588, filed December 22, 1999, and entitled "*A System and Method for Computer-Aided Rebate Processing*"
2. U.S. Patent Application No. 09/470,580, filed December 22, 1999, and entitled "*Rebate Processing System and Method of Offering Selectable Disbursement Options*"
3. U.S. Patent Application No. 09/470,582, filed December 22, 1999, and entitled "*Rebate Processing System and Method of Providing Promotions Database and Interface*"

IV. PCT Patent Application

1. PCT International Application No. PCT/US00/35518, International filing date December 22, 2000, priority date December 22, 1999, entitled "*Computer-Aided Rebate Processing*"

EXHIBIT C

Trademarks

	Registration Number	Registration Date
PTSYSTEM	2,654,440	11/26/02
PARAGO (and Design)	2,631,741	10/08/02
REBATESHQ.COM	2,601,640	07/30/02

	Application Number	Application Date
PARAGO	78/007,338	05/08/88
MANUALS HQ	75/724,331	06/08/99
CLICKCHOICE	78/125,905	05/02/02
C.A.R.E. – CUSTOMER ACQUISITION, RETENTION AND EXTENSION	75/792,546	09/03/99

Excluded Trademarks / Service Marks

Description	Application Number	Application Date
HEADQUARTERS FOR LIVING	75/801,562	09/18/99
HOW2 DAY	75/792,883	09/03/99
HOW2HQ.COM	75/785,864	08/25/99
HOW2 WORK	75/724,334	06/08/99
HOW2 SHOP & SAVE	75/724,329	06/08/99
HOW2.COM	75/724,328	06/08/99
HOW2 HEADQUARTERS	75/724,326	06/08/99

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