

02-26-2003



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FORM PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

2-14-03

RECORD/ TI

U.S. DEPARTMENT OF COMMERCE 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): **Intline.com, Inc.**

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: **Silicon Valley Bank**
Internal Address: **HA155**

Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **CA** ZIP: **95054**

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **January 29, 2003**

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
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)	B. Trademark No.(s)
76/204,127	2,408,481 2,477,155 2,642,204
75/929,527	2,412,008 2,359,952 2,447,429
	2,424,612 2,408,051 2,381,061
	2,479,939 2,413,682
	2,479,938 2,614,484
	2,474,959 2,555,536

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Silicon Valley Bank**
Internal Address: **Loan Documentation HA155**
Street Address: **3003 Tasman Dr.**
City: **Santa Clara** State: **Ca** ZIP: **95054**

6. Total number of applications and registrations involved: **17**

7. Total fee (37 CFR 3.41): **\$440**
 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

02/25/2003 LAMULLER 00000222 76204127

01 FE-8521 40.00 05
02 FE-8522 400.00 05

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.

MARIBEL ARTEAGA
Name of Person Signing

Maribel Arteaga
Signature

2/04/03
Date

FOR JC Total number of pages including cover sheet, attachments, and document: **8**

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

TRADEMARK REEL: 002678 FRAME: 0045

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 29, 2003 by and between SILICON VALLEY BANK ("Bank") and Intline.com, Inc., d/b/a Media1st.com, Inc. ("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 December 7, 2001 (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 Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 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.

IN WITNESS WHEREOF, the parties have cause 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:

INTLINE.COM, INC., D/B/A
MEDIA1ST.COM, INC.

1430 West Peachtree St., NE
Atlanta, GA 30309

Attn: DAVID MURPHY

By: 

Title: President & CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

3343 Peachtree St., Suite 312
Atlanta, GA 30326

Attn: Angela Hart

By: 

Title: SVP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

- None -

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
"Network Based Educational System" Patent Application	10/307,255	Nov. 30, 2001 (earliest priority date)
"System, Device and Method For Combining Streaming Video With Email"	09/635,562	August 10, 2000
"System and Method For Distribution of Encoded Video Streams To Multiple Client Players Simultaneously"	09/635,563	August 10, 2000

Exhibit "C"

Trademarks

<u>DESCRIPTION</u>	<u>REGISTRATION APPLICATION #</u>	<u>REGISTRATION APPLICATION DATE</u>
MEDIA 1 ST .COM	2,408,481	NOV 12, 1999
QUOTE1ST.COM	2,412,008	MAY 27, 1999
TRAVEL1ST.COM	2,424,612	MAY 27, 1999
MEDIA1ST.COM	2,479,939	AUG 16, 2000
BEING 1 ST IS EVERYTHING	2,479,938	AUG 21, 2001
FIND1ST	2,474,959	MAY 27, 1999
MEDICAL1ST.COM	2,477,155	MAY 27, 1999
WEBPAGE1ST	2,359,952	MAY 27, 1999
WEATHER1ST.COM	2,408,051	MAY 27, 1999
BROADCAST 1 ST	2,413,682	MAY 27, 1999
MEDIA1ST	2,614,484	FEB 02, 2001
CORPORATECAST	2,555,536	JAN 17, 2001
IESP	2,642,204	JUN 21, 2001
INSTRUCT	76/204,127	FEB 02, 2001
MOVIES1ST	75/929,527	FEB 28, 2000
SHOPPING1ST.COM	2,447,429	MAY 27, 1999
SPORTS1ST.COM	2,381,061	MAY 27, 1999

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

- NONE -