

05-14-2003



FORM PTO-1594

(Rev. 03/01)

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

102447153

OVER SHEET

3 ONLY

5-17-03

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):  
**CHROME SYSTEMS CORP.**

- Individual(s)
- General Partnership
- Corporation-DELAWARE
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 04/25/03

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

- 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)

76/209,347 ; 76/272,752

76/150,445

76/210,698

76/419,297

76/332,264

76/209,349

B. Trademark No.(s)

2,522,490 ; 2,567,030 ; 2,368,629

2,630,355 ; 2,503,037 ; 2,509,805

2,634,353 ; 2,330,292 ; 2,600,433

2,262,685 ; 2,688,668 ; 2,179,954

2,459,440 ; 2,459,439 ; 2,477,938

2,461,319 ; 2,366,377

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: 24

7. Total fee (37 CFR 3.41): \$615.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/13/2003 LIMELLER 00000019 76209347

01 FC:8521 40.00 OP  
02 FC:8522 575.00 OP

DO NOT USE THIS SPACE

FINANCE SECTION  
MAY 12 AM 7:00  
RECORDS

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.

Mabel Arkaga  
Name of Person Signing

Mabel Arkaga  
Signature

5/2/03  
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK  
REEL: 002732 FRAME: 0250

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and Chrome Systems 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 the Effective Date (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.

Address of Grantor:

700 NE Multnomah  
Portland, OR 97232

Attn: General Counsel

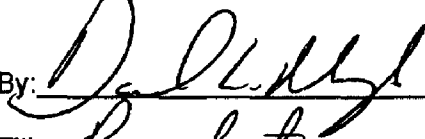
Address of Bank:

11000 SW Stratus, Ste. 170  
Beaverton, OR 97008-7113

Attn: Bruce Helberg

GRANTOR:

CHROME SYSTEMS CORPORATION

By:   
Title: President

BANK:

SILICON VALLEY BANK

By:   
Title: Senior Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AutoBuilder	TX5-343-072	2/7/01
AutoBuilder v2	TX5-548-356	11/9/01
AutoPorter	TX5-408-474	6/18/01
Chrome Anywhere	TX5-286-244	10/13/00
Chrome Anywhere (wireless)	TXu-1-004-761	5/24/01
Web Carbook (now Chrome Carbook)	TX4-839-671	2/8/99
Web Carbook (now Chrome Carbook)	TX5-226-425	7/5/00
Chrome Carbook v5	TX5-672-970	12/13/02
Chrome.com	TX4-862-475	2/8/99
GM autoBook	TX5-436-725	9/7/01
Test Drive (now PC Carbook)	TX2-055-469	4/16/87
PC Carbook	TX3-759-960	1/3/94
PC Carbook	TX3-810-293	5/27/94
PC Carbook v3.24	TXu-494-780	11/19/96

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Chrome Carbook	09/452,726	11/30/99
Chrome.com	09/188,863	11/9/98
Chrome.com (continuation-in-part)	09/374,577	8/13/99
Chrome Inventory Everywhere	10/269,907	10/11/02
The Chrome Network	09/898,896	7/3/01

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AUTOBRIDGE	2,522,490	12/25/01
AUTOBUILDER	2,630,355	10/8/02
AUTOPORTER	2,634,353	10/15/02
AUTOTRANSMISSION	76/209,347	2/12/01
C/D3	2,262,685	7/20/99
CHROME	2,459,440	6/12/01
CHROME (stylized)	2,461,319	6/19/01
CHROME ANYWHERE	76/150,445	10/18/00
CHROME ARCHIVES	76/210,698	2/13/01
CHROME AUTOBUILDER	2,567,030	5/7/02
CHROME CARBOOK	2,503,037	10/30/01
CHROME INVENTORY EVERYWHERE	76/419,297	6/11/02
CHROME.COM	2,330,292	3/14/00
DRIVING AUTOMOTIVE COMMERCE	2,688,668	2/18/03
DRIVING AUTOMOTIVE E-COMMERCE	2,459,439	6/12/01
FLEETBUILDER	76/332,264	10/29/01
FUELED BY CHROME	2,366,377	7/11/00
FUELED BY CHROME AND DESIGN	2,368,629	7/18/00
LOTRUNNER	2,509,805	11/20/01
PC CARBOOK	1,617,404	10/16/90
PC CARBOOK	2,600,433	7/30/02
POWERFUL INFORMATION TOOLS FOR THE AUTOMOTIVE INDUSTRY	2,179,954	8/11/98
THE CHROME STANDARD AND DESIGN	2,477,938	8/14/01
TURBOCLICK	76/272,752	6/18/01

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date