


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇒ ⇒ ⇒	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	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): CMGI, INC. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Barger-Great South Ventures, LLC</u> Internal Address: <u>c/o Sean Barger</u> Street Address: <u>222 Marguerite Ave.</u> City: <u>Mill Valley</u> State: <u>CA</u> Zip: <u>94941</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>12/1/03</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>see attached sheet</u> <u>76076306 76145524</u> B. Trademark Registration No.(s) <u>see attached sheet</u> <u>1715372 2526819</u> Additional ^{supplemental} number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Sean Barger</u> Internal Address: _____ Street Address: <u>222 Marguerite Ave.</u> City: <u>Mill Valley</u> State: <u>CA</u> Zip: <u>94941</u>	6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41)..... \$ <u>115.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Sean Barger</u> Name of Person Signing </div> <div style="width: 40%; text-align: center;">  Signature </div> <div style="width: 20%; text-align: right;"> <u>12.16.03</u> Date </div> </div> <div style="text-align: right; margin-top: 10px;"> 16 </div>		

Total number of pages including cover sheet, attachments, and document: 16
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

CIP \$115.00 76076306

Attachment to Recordation Form Cover Sheet - Trademarks

The following pertains to recordation of the Assignment of Rights in Security Agreements (copy attached) covering security interests in the trademark applications and registrations listed below.

A. Chain of title - As reflected in the attached documents, the sequence of transfer was:

1. Equilibrium Technologies and Equilibrium Acquisition Corp. granted a security interest to CMGI, INC. in, among other things, all of their patents and trademarks. See attached copy of Intellectual Property Security Agreement. It is believed that this grant of security interest has not yet been recorded.
2. CMGI, INC. assigned its security interest in the foregoing to Barger-Great South Ventures, LLC. See attached copy of Assignment of Rights in Security Agreements.
3. Barger-Great South Ventures, LLC is now recording its interest as a secured party assignee in the trademark applications and registrations covered by the Assignment of Rights in Security Agreements. They are as follows:

B. Trademarks:

Registrations: 1715372 DEBABELIZER
2526819 EQUILIBRIUM

Applications: 76076306 MEDIARICH
76145524 MEDIASCRIPT

ASSIGNMENT OF RIGHTS IN SECURITY AGREEMENTS

FOR VALUE RECEIVED, CMGI, Inc., a Delaware corporation ("Seller"), hereby assigns and transfers to Barger-Great South Venture ("Purchaser") all of the rights of Seller under the Guarantee and Security Agreement and the Intellectual Property Security Agreement, each dated as of October 17, 2002, among Equilibrium Acquisition Corp., Equilibrium Technologies, Inc. and Seller (collectively, the "Security Agreements").

This Assignment is made pursuant to that certain Note and Warrant Purchase Agreement of even date herewith between Seller and Purchaser, the terms of which shall continue in effect from and after the date hereof as it relates to the Security Agreements.

IN WITNESS WHEREOF, Seller has executed this Assignment as of the _____ day of _____, 2003.

CMGI, INC.

By: 

Name: Peter L. Gray

Title: Executive Vice President & General Counsel

TRADEMARK

REEL: 002767 FRAME: 0320

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 17, 2002 by and among EQUILIBRIUM ACQUISITION CORP. (the "Company"), the GUARANTORS party hereto and CMGI, INC. (the "Purchaser").

WHEREAS, the Company and the Purchaser are entering into the Transaction Agreement, of even date herewith, pursuant to which the Company intends to issue the Note to the Purchaser;

WHEREAS, the Company is willing to secure its obligations under the Note and the Transaction Agreement by granting Liens on its assets to the Secured Party as provided in the Security Documents;

WHEREAS, the Company is willing to cause certain of its Subsidiaries to guarantee the foregoing obligations of the Company and to secure its guarantee thereof by granting Liens on its assets to the Secured Party as provided in the Security Documents; and

WHEREAS, the Purchaser is not willing to purchase the Note unless (i) the foregoing obligations of the Company are secured and guaranteed as described above and (ii) each guarantee thereof is secured by Liens on assets of the relevant Guarantor as provided in the Security Documents.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Capitalized terms used herein but not otherwise defined herein have the respective meanings provided for in the Transaction Agreement.

The Company, in order to secure the Secured Obligations, and each Guarantor listed on the signature pages hereof, in order to secure its Secured Guarantee, grants to the Secured Party a continuing security interest in all of the rights, title and interest in, to and under the following property of the Company or such Guarantor, as the case may be, whether now owned or existing or hereafter acquired or arising and regardless of where located:

(i) all Copyrights, Patents, Trademarks, Licenses, drawings, technical information, marketing plans, customer lists, trade secrets, proprietary or confidential information, inventions (whether or not patentable), procedures, know-how and models (including, without limitation, those copyright, patent and trademark registrations and applications listed on Schedules A, B and C hereto); and

(ii) 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 continuing security interest is granted in conjunction with the continuing security interest granted to the Secured Party under the Security Documents. The rights and remedies of the Secured Party with respect to the continuing security interest granted hereby are in addition to those set forth in the Security Documents and the Ancillary Agreements, and those which are now or hereafter available to the Secured Party as a matter of law or equity. Each right, power and remedy of the Secured Party provided for herein, in any of the other Security Documents or in any of the Ancillary Agreements, 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 the Secured Party of any one or more of the rights, powers or remedies provided for herein, in any of the other Security Documents or in any of the Ancillary Agreements, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Party, of any or all other rights, powers or remedies.

1

The Company hereby requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

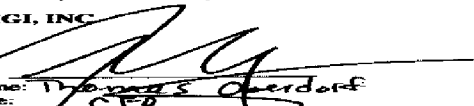
This Intellectual Property Security Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

EQUILIBRIUM ACQUISITION CORP.


By: 
Name: David E. Monk
Title: President & CEO

CMGI, INC.

By: 
Name: Thomas Jendorf
Title: CFO

GUARANTOR:

EQUILIBRIUM TECHNOLOGIES, INC.

By: 
Name: David E. Monk
Title: President & CEO

**EXHIBIT A
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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**EXHIBIT B
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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**EXHIBIT C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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Typed Drawing

Word Mark MEDIARICH
Goods and Services IC 009. US 021 023 026 036 038. G & S: COMPUTER SOFTWARE FOR THE CREATION, MANIPULATION, AND DELIVERY OF GRAPHICAL IMAGES, VIDEO, AUDIO, AND OTHER MEDIA ASSETS
Mark Drawing Code (1) TYPED DRAWING
Serial Number 76076306
Filing Date June 21, 2000
Filed ITU FILED AS ITU
Published for Opposition November 5, 2002
Owner (APPLICANT) Equilibrium Technologies Inc. CORPORATION
 DELAWARE 1101 Fifth Avenue, Suite 200 San Rafael CALIFORNIA
 94901
Attorney of Record Mark A. Fischer
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Tom Rosedale

From: Chris Samaniego [csamaniego@Equilibrium.com]
Sent: Tuesday, November 05, 2002 7:15 PM
To: rwc@rwcpc.com; trosedale@brllegal.com; MBelanger@cmgi.com
Cc: David Monks
Subject: RE: Equilibrium (Security Agreements)

Here our patent application numbers:

09/425,326 Automated Processing and Delivery of Media to Web Servers
60/226,043 Automated Media Delivery System
09/929,904 Automated Media Delivery System

All unregistered copyright software programs:

Debabelizer Pro for Windows
Debabelizer for Macintosh
Debabelizer Pro for Macintosh
Debabelizer LE
MediaRich
MediaRich for SharePoint
MediaRich for Content Management Server
MediaRich for Commerce Server
MediaScript
ScriptDrive
PageRich

-----Original Message-----

From: David Monks
Sent: Monday, November 04, 2002 1:46 PM
To: 'trosedale@brllegal.com'; rwc@rwcpc.com
Cc: Chris Samaniego
Subject: RE: Equilibrium (Security Agreements)

not a problem

-----Original Message-----

From: Tom Rosedale [mailto:trosedale@brllegal.com]
Sent: Monday, November 04, 2002 1:18 PM
To: rwc@rwcpc.com; David Monks
Subject: FW: Equilibrium (Security Agreements)

Thomas B. Rosedale
Browne Rosedale & Lanouette LLP
100 Brickstone Square, First Floor
Andover, MA 01810
trosedale@brllegal.com
Main: (978) 684-3840
Direct: (978) 684-3842
Fax: (978) 684-3845

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-----Original Message-----

From: Belanger, Mark [mailto:MBelanger@cmgi.com]
Sent: Monday, November 04, 2002 4:16 PM
To: Rosedale, Tom
Cc: klanouette@brllegal.com
Subject: RE: Equilibrium (Security Agreements)

Tom - Equilibrium should supply the application number associated with their patent application (as I wasn't aware they had filed any patent applications).

- Mark

-----Original Message-----

From: Rosedale, Tom
Sent: Monday, November 04, 2002 1:47 PM
To: klanouette@brllegal.com; Belanger, Mark
Subject: FW: Equilibrium (Security Agreements)

Thomas B. Rosedale
Browne Rosedale & Lanouette LLP
100 Brickstone Square, First Floor
Andover, MA 01810
trosedale@brllegal.com
Main: (978) 684-3840
Direct: (978) 684-3842
Fax: (978) 684-3845

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-----Original Message-----

From: Robert Chmielinski [mailto:rwcc@rwpc.com]
Sent: Monday, November 04, 2002 1:53 PM
To: trosedale@brllegal.com
Cc: David Monks
Subject: Re: Equilibrium (Security Agreements)

Tom,

Dave is putting together a list of non-registered copyrights. There are no patent filings other than the MediaRich filing.

Regards,
Robert C.

----- Original Message -----

From: "Tom Rosedale" <trosedale@brllegal.com>
To: <rwcc@rwpc.com>; <dmonks@equilibrium.com>
Sent: Friday, November 01, 2002 5:54 PM

Subject: Equilibrium (Security Agreements)

>
> Bob and Dave:
>
> Below is a message from Mark Belanger re: IP security agreement
issues.
> Please advise. Thanks, Tom
>
>
> MARK'S MESSAGE:
> They should compile the list of unregistered copyrights (e.g.all
products
> and other software code written by Equilibrium employees).
> We can get a list of their trademark registrations.
> They should confirm that they have not filed any patent applications.
> - Mark
>
>
> Thomas B. Rosedale
> Browne Rosedale & Lanouette LLP
> 100 Brickstone Square, First Floor
> Andover, MA 01810
> trosedale@brllegal.com
> Main: (978) 684-3840
> Direct: (978) 684-3842
> Fax: (978) 684-3845
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Typed Drawing

Word Mark MEDIASCRIPT

Goods and Services IC 009. US 021 023 026 036 038. G & S: computer software, including a computer language, namely a scripting language, comprised of a set of commands to be executed by the computer software, used for creating, manipulating, storing, transmitting and delivering graphical, animated and visual images and other multimedia items and for processing and editing such images and items

Mark Drawing Code (1) TYPED DRAWING

Serial Number 76145524

Filing Date October 12, 2000

Filed ITU FILED AS ITU

Owner (APPLICANT) Equilibrium Technologies, Inc. CORPORATION DELAWARE
 Three Harbor Drive, Suite 111 Sausalito CALIFORNIA 94965

Attorney of Record MARK A FISCHER

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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Typed Drawing

Word Mark EQUILIBRIUM
Goods and Services IC 009. US 021 023 026 036 038. G & S: Computer software for manipulating, translating, processing and optimizing graphics and other visual media for use in creating, designing and implementing websites. FIRST USE: 19901008. FIRST USE IN COMMERCE: 19910912
Mark Drawing Code (1) TYPED DRAWING
Serial Number 76003877
Filing Date March 20, 2000
Published for Opposition October 16, 2001
Registration Number 2526819
Registration Date January 8, 2002
Owner (REGISTRANT) Equilibrium Technologies, Inc. CORPORATION
 CALIFORNIA 1101 FIFTH AVENUE, SUITE 200 SAN RAFAEL
 CALIFORNIA 94901
Attorney of Record Mark A. Fischer
Type of Mark TRADEMARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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Word Mark DEBABELIZER
 Goods and Services IC 009. US 038. G & S: computer software program for graphics conversion and manipulation. FIRST USE: 19901008. FIRST USE IN COMMERCE: 19910912
 Mark Drawing Code (1) TYPED DRAWING
 Serial Number 74242821
 Filing Date February 3, 1992
 Published for Opposition June 23, 1992
 Registration Number 1715372
 Registration Date September 15, 1992
 Owner (REGISTRANT) Equilibrium CORPORATION CALIFORNIA Three Harbor Drive Suite 111 Sausalito CALIFORNIA 94965
 (LAST LISTED OWNER) EQUILIBRIUM TECHNOLOGIES, INC. CORPORATION BY MERGER DELAWARE 1101 FIFTH AVENUE, SUITE 200 SAN RAFAEL CALIFORNIA 94901
 Assignment Recorded ASSIGNMENT RECORDED
 Attorney of Record MARK A STEINER
 Type of Mark TRADEMARK
 Register PRINCIPAL
 Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20030113.
 Renewal 1ST RENEWAL 20030113
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