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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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DEPARTMENT OF COMMERCE J.S. Patent and Trademark Office

RE

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): AFFINITY CORPORATION 1-28-03
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: BRIDGE BANK, NA
Internal Address: TECHMART
Street Address: 2120 El Camino REAL
City: Santa Clara State CA Zip: 95054
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
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: November 25, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: BRIDGE BANK, NA
Internal Address: BCFG - S MEDINA
Street Address: 2120 El Camino REAL
City: Santa Clara State CA Zip: 95054

6. Total number of applications and registrations involved: 8
7. Total fee (37 CFR 3.41): \$ 215.00
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.
Signature: Rachelle R. Medina Kuchler Medina Date: 12/13/2002

02/03/2003 DBYRNE 00000077955980149
01 FC 18521 40.00
02 FC 18522 175.00

Total number of pages including cover sheet, attachments, and document: 7
Documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002778 FRAME: 0463

Patents and Trademarks

TRADEMARK STATUS REPORT			
Trademark/Service mark Country Class	Status	App Number Reg Number	Filing Date Reg Date Renewal Due
A Logo United States of America 09	Abandoned	75/592,314	19-Nov-1998
A Logo United States of America 36	Registered	75/592,313 2309150	19-Nov-1998 18-Jan-2000 18-Jan-2010
AFFINITY United States of America 09	Abandoned	75/518,853	14-Jul-1998
AFFINITY United States of America 36	Pending	75/518,852	14-Jul-1998
EN GARDE United States of America 09	Registered	75/593,474 2414538	24-Nov-1998 19-Dec-2000 19-Dec-2010
EN GARDE United States of America 36	Registered	75/593,100 2425632	24-Nov-1998 30-Jan-2001 30-Jan-2011
FRAUDGUARD United States of America 35	Pending	76/202,346	29-Jan-2001
FRAUDGUARD United States of America 36	Pending	76/202,346	29-Jan-2001

COPYRIGHT STATUS REPORT			
Title of Work	Status	App Number	Filing Date
Electronic Loan Review 2.0 (ELR 2.0)	Registered	TX 5-332-336	16-Jan-2001

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of November 25, 2002, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and AFFINITY CORPORATION ("Grantor") is made in connection with the Business Financing Agreement, dated as of November 25, 2002 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and


(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Upon satisfaction of the Obligations under the Financing Agreement and the termination of such agreement this Agreement shall contemporaneously be terminated and at Grantors request Lender shall promptly execute and deliver to Grantor such documents and instruments necessary to evidence the termination of all security interests given by Grantor to Lender hereunder and under the terms of the Financing Agreement. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

AFFINITY CORPORATION

By: 
Name: Kevin Coof
Title: President

Address for Notices:

6700 Fallbrook Avenue, Suite 293

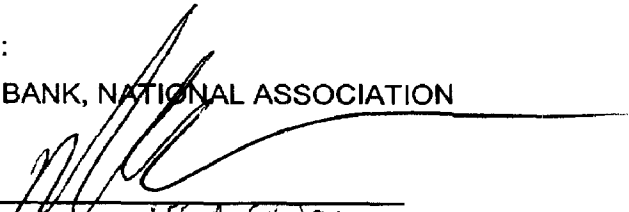
West Hills, CA 91307

Tel: (818) 712-9090

Fax: (818) 712-9081

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 
Name: LEE A. SHADISH
Title: SR. VICE PRESIDENT

Address for Notices:

Attn: Mike Field

2120 El Camino Real

Santa Clara, CA 95050

Tel: (408) 982-2106

Fax: (408) 982-2112

Schedule 1
Business Financing Agreement

Bill Dallas, Chairman of the Board and CEO of Affinity Corporation holds the following positions as they relate to paragraph 1.1 (i) of the Business Financing Agreement:

Director - WMC, Inc.

Director – First Franklin (in process of resigning from the Board of Directors)

Chairman of the Board – Diversified Capital

Chairman of the Board – Finet.com

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Title of Work	Status	App Number	Filing Date
Electronic Loan Review 2.0 (ELR 2.0)	Registered	TX 5-332-336	16-Jan-2001

OTHER TRADEMARKS, TRADE NAMES, SERVICE MARKS AND LOGOS

Name, Mark or Logo	Description
Affinity's Intelliengine	Rules based database engine
AuditExpress.com	Another name for FraudGuard.com
Batch Analysis and Audit Selection Report ("BAAS Report")	Summary and analysis report for ELR transactions
Electronic Application Review ("EAR")	Same as ELR
Electronic Loan Review Interactive ("ELRi") ("ELR Interactive")	ELR on FraudGuard.com
National Fraud Prevention Database ("NFPD")	A database of license and derogatory information
National Fraud Protection Database ("NFPD")	Same as National Fraud Prevention Database
National Fraud Repository	A database of license and derogatory information
SafeCheck	Social Security verification service
TP Review	Third party approval process
TPO Certification	Third party originator approval process
U-9 National Registry	Registry of U-9 entities
ValueGuard	Property history report