

10-20-2003



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

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Tab settings

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

1. Name of conveying party(ies):

106-03

iPost, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State (Oregon) Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Collateral Trademark Security Agreement

Execution Date: September 9, 2003

2. Name and address of receiving party(ies)

Name: Portland Development Commission Internal Attn: Christine Sale Address:

Street Address: 1900 SW 4th Avenue Suite 7000 City: Portland State: OR Zip: 97201

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other City Government

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 N/A

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

A. Trademark Application No.(s) 76/098,278 and 76/201,856

B. Trademark Registration No.(s) 2,713,850; 2,713,914; 2,558,491; 2,687,223

Additional number(s) attached Yes No

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

Name: Portland Development Commission

Internal Address:

Street Address: 2020 SW 4th Avenue

Suite 150

City: Portland, State: OR Zip: 97201

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

N/A

DO NOT USE THIS SPACE

9. Signature.

Christine Sale

Christine Sale Name of Person Signing Loan Processor/Closer

Portland Development Commission

By: Christine Sale Signature

2003 OCT -6 AM 9:28 OPR/FINANCE 9/30/03

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

10/17/2003 JJALLAH2 00000013 76098278

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

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10/17/2003 JTA

01 FC:8521 02 FC:8522

## COLLATERAL TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL TRADEMARK SECURITY AGREEMENT ("Agreement") is entered into this 9~~th~~ day of September, 2003, by and between iPost, Inc., of Portland, Oregon ("Borrower") and the City of Portland, acting by and through the Portland Development Commission, having its principal office at 1900 Southwest Fourth Avenue, Suite 7000, Portland, Oregon 97201 ("Lender").

WHEREAS, Borrower is the owner of the following trademark properties ("Trademark Rights"):

### TRADEMARK REGISTRATIONS

| JURISDICTION | TRADEMARK                    | REGISTRATION NO. | REGISTRATION DATE |
|--------------|------------------------------|------------------|-------------------|
| U.S.         | ZAIRMAIL                     | 2,713,850        | May 6, 2003       |
| U.S.         | ZAIRMAIL & Design            | 2,713,914        | May 6, 2003       |
| U.S.         | YOUR SPECIAL DELIVERY        | 2,558,491        | April 9, 2002     |
| U.S.         | TAKING THE SNAIL OUT OF MAIL | 2,687,223        | February 11, 2003 |

### TRADEMARK APPLICATIONS

| JURISDICTION | TRADEMARK               | APPLICATION NO. | FILING DATE      |
|--------------|-------------------------|-----------------|------------------|
| U.S.         | ZAIRMAIL EXPRESS DIRECT | 76/098,278      | July 31, 2000    |
| U.S.         | LAUNCHPOINT             | 76/201,856      | January 30, 2001 |

WHEREAS, Borrower and Lender are entering into a loan agreement;

WHEREAS, Lender desires to obtain a security interest in the Trademark Rights and Borrower desires to grant to Lender such security interest in the Trademark Rights in return for said loan;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the parties hereby agree as follows:

To secure the payment of the loan, Borrower hereby pledges unto and creates a security interest in and for, with power to use and/or sell upon the occurrence of nonpayment of the loan according to the terms of the note evidencing the loan, all of Borrower's right, title and interest in and to the Trademark Rights, together with any divisional applications, resultant registrations,

or foreign applications or registrations thereof and all proceeds and royalties therefrom, including but not limited to proceeds or royalties from any past, present or future licenses, assignments or causes of action (together, "Collateral"); provided, however, that notwithstanding the present grant to Lender of a security interest in the Collateral, the parties acknowledge that Borrower is and shall remain the owner of all right, title and interest in the Collateral with full power to manufacture, use, sell and license in the same manner and with the same effect as if this Agreement had not been made.

During the term of this Agreement, Borrower shall not encumber or assign the Collateral, in whole or in part, to any third party without first obtaining Lender's prior written consent.

This Agreement is made for collateral purposes only. Upon payment of the loan, Lender shall execute and deliver to Borrower all releases, termination statements, assignments and other instruments as may be necessary or proper to revest in Borrower full title to the Collateral, including, without limitation, documents suitable for recordation in the United States Patent and Trademark Office in Borrower's sole discretion.

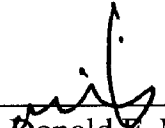
Borrower represents and warrants to Lender that (1) Borrower owns all right, title and interest in the Collateral, and the Collateral is unencumbered by any prior lien, mortgage, security interest or other encumbrance, (2) to the best of Borrower's knowledge, the Trademark Rights are valid and subsisting, (3) Borrower has the full right, power and authority to enter into this Agreement, (4) the execution of this Agreement does not violate any agreement between Borrower and any third party; (5) to the best of Borrower's knowledge, the exercise of any and all rights in or under the Trademark Rights do not and will not infringe the rights of any third party; and (6) Borrower is unaware of any infringement of the Trademark Rights by any third party.

This Agreement binds and benefits the parties, their successors and assigns. This Agreement may not be modified except pursuant to a written instrument signed by both parties. If any provision of this Agreement is held invalid, all other provisions will remain in full force and effect. No consent or waiver by either party to or of any breach or nonperformance will be deemed a consent or waiver to or of any other breach or nonperformance of the same or any other obligation under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Security Agreement effective as of the date first written above.

LENDER:  
The Portland Development Commission

BORROWER:  
iPost, Inc.

By:   
Name: Donald F. Mazziotti *mf*  
Title: Executive Director

By:   
Wilson Zehr, President

Assignment of Trademark Rights

THIS TRADEMARK ASSIGNMENT, effective as of September 5, 2003 by and between Zairmail, Inc., an Oregon corporation, ("Assignor"), and iPost, Inc., an Oregon corporation ("Assignee").

WHEREAS, Assignor owns the marks listed on Exhibit A attached hereto (the "Marks"), along with the corresponding registrations and applications with the United States Patent and Trademark Office as are provided on Exhibit A;

WHEREAS, pursuant to the Asset Purchase Agreement, attached at Exhibit B, executed on September 5, 2003, Assignee acquired substantially all of the assets of Assignor and assumed all rights and obligations of Assignor and is the successor to Assignor's entire business;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title, and interest in and to the Marks and the registrations for the Marks, together with the goodwill of the business symbolized by and associated with the Marks.

The Commissioner is requested to issue the Certificates of Registration to said assignee.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of September 5, 2003.

ASSIGNOR:

Zairmail, Inc.



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Wilson Zehr  
President

Exhibit A

**TRADEMARK REGISTRATIONS**

| <b>JURISDICTION</b> | <b>TRADEMARK</b>             | <b>REGISTRATION NO.</b> | <b>REGISTRATION DATE</b> |
|---------------------|------------------------------|-------------------------|--------------------------|
| U.S.                | ZAIRMAIL                     | 2,713,850               | May 6, 2003              |
| U.S.                | ZAIRMAIL & Design            | 2,713,914               | May 6, 2003              |
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| U.S.                | ZAIRMAIL EXPRESS DIRECT | 76/098,278             | July 31, 2000      |
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