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02-13-2004

FORM PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 05/31/2002)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

2.9.04

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

1. Name of conveying party(ies):
SPEAKEASY INC

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

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

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



Execution Date: 10/31/03

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

A. Trademark Application No.(s) 76-141,763 76-141,700	B. Trademark No.(s) 2,676,297

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: **3**

7. Total fee (37 CFR 3.41): **\$90.00**
 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

02/12/2004 ECOOPER 00000149 76141763
01 FC:0521 40.00 DP
02 FC:0522 50.00 DP

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 Maribel Arteaga 1/26/04
Name of Person Signing Signature Date

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

TRADEMARK
REEL: 002912 FRAME: 0840

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 SPEAKEASY, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor and Belltown Leasing, LLC. (collectively, the "Borrowers") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrowers concurrently executed herewith (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 Borrowers, 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 Borrowers 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:

2222 Second Avenue
Seattle, Washington 98121
Attn: John Duncan

Date executed by Grantor: October 31, 2003

GRANTOR:

SPEAKEASY, INC.

By 

Title: Secretary & Treasurer

Address of Bank:

4110 Carillon Point
Kirkland, Washington 98033
Attn: Geir Hansen

Date executed by Grantor: October 31, 2003

BANK:

SILICON VALLEY BANK

By 

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
None.		

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
None.		

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
Speakeasy (Intl Class 42)	Reg. No.: 2,676,297 Serial No. 76-141, 402	Reg: 1/21/2003 Filed: 10/5/2000
Speakeasy (Intl Class 35)	Serial No. 76-141, 763	Filed: 10/5/2000
Speakeasy (Intl Class 38)	Serial No. 76-141,700	Filed: 10/5/2000

EXHIBIT D

Mask Works

Description	Registration/ Application Number	Registration/ Application Date
None.		