

Corrective

10-25-2004

FORM PTO-1594

(Rev. 03/01)

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

RECORD/

TR.



102792650

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):
Smartstop, Inc.

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

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

2. Name and address of receiving party(ies):
Name **Silicon Valley Bank**
Internal Address: **Attn Loan Collateral HA-155**

Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **CA** ZIP: **95054**

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other
Corrective previously recorded Reel/Frame 001908-0529.
Notice of correction to change the nature of the conveyance
form Assignment to Security Agreement.
Execution Date: 1/26/1999

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

75287584 75168513

75372728

75402043

75391268

74410904

B. Trademark No.(s)

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: **76**

7. Total fee (37 CFR 3.41): \$190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

10/25/2004 GTON11 00000051 75287584

01 FC:8521 40.00 OP
02 FC:8522 125.00 OP
03 FC:8523 120.00 OP

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.

Spencer Elliott
Name of Person Signing
2004

Spencer Elliott
Signature

Date: October 21, 2004

Refund Ref: 10/25/2004 GTON11 000039559
CHECK Refund Total: \$25.00

Total number of pages including cover sheet, attachments, and document 2

TRADEMARK
REEL: 002961 FRAME: 0490

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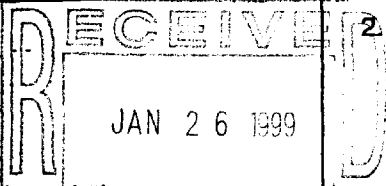
or copy thereof.

To the Honorable Commissioner of Patents and Trademarks: Ple

101057189

1. Name of conveying party(ies):

SMARTSTOP, INC



2. Name and address of receiving party(ies)

Name: SJLJCON VALLEY BANK

Internal Address: MAIL SORT HG150

Street Address: 3001 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

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

1-26-99

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

3. Nature of conveyance:

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

Execution Date: 1/12/99

- 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

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

A. Trademark Application No.(s)

SEE ATTACHED EXHIBIT "C"

B. Trademark Registration No.(s)

SEE ATTACHED EXHIBIT "C"

Additional numbers attached? Yes No

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

Name: SJLJCON VALLEY BANK

Internal Address: MAIL SORT HG150

Street Address: 3001 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

6. Total number of applications and registrations involved: 7

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 190E

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

01/27/1999 TTM11 00000166 2163894

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 150.00 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.

Margaret Taji
Name of Person Signing

Margaret Taji
Signature

1/15/99
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

SMARTSTOP, INC.**U.S. AND FOREIGN TRADEMARK/SERVICE MARK
APPLICATIONS AND REGISTRATIONS
NOVEMBER 9, 1998**

<u>Matter</u>	<u>Docket No.</u>	<u>Country</u>	<u>Serial No. Filing Date</u>	<u>Status</u>
SMARTSTOP (for telephone switching services for the trucking industry, namely, electronic transmission of data, images and documents about shippers, loads, fuel, weather, credit information and driver information)	JUBB 401	U.S.	75/287,584 filed 5/6/97	Reg. No. 2,163,894 registered 6/9/98
SMARTSTOP	JUBB 40101	Canada	860154 filed 10/30/97	Accepted for advertisement in the Canadian Trade- marks Journal
SMARTFLEET (for providing financial services to businesses in the trucking industry in the nature of credit, debit and stored value card services for use in obtaining cash, for tracking specialized purchases such as fuel and for telephone calling card services)	JUBB 402	U.S.	75/372,728 filed 10/14/97	Pending
SMARTFLEET	JUBB 40201	Canada	878326 filed 5/11/98	Pending

DESIGN MISC. (SmartStop Logo) (for telephone switching services for the trucking industry, namely, electronic transmission of data, images and documents about shippers, loads, fuel, weather, credit information and driver information)	JUBB 403	U.S.	75/402,043 filed 12/8/97	Response to Office action due 1/6/99
D₂V NETWORK (for computer hardware and software for telephone switching services for the trucking industry, namely, electronic transmission of data, images and documents about shippers, loads, fuel, weather, credit information and driver information)	JUBB 404	U.S.	75/391,268 filed 11/14/97	Response to Office action due 3/22/99
D₂V NETWORK	JUBB 40401	Canada	878324 filed 5/11/98	Pending
DESIGN MISC. (New SmartStop Logo) (for telephone switching services for the trucking industry, namely, electronic transmission of data, images and documents about shippers, loads, fuel, weather, credit information and driver information)	JUBB 406	U.S.	---	Application sent for filing 10/13/98
DRIVELINE (for prepaid telecommunication services for use by truck operators in the nature of long distance telephone services)	JUBB 407	U.S.	74/410,904 filed 7/12/93	Reg. No. 1,885,299 registered 3/21/95

DRIVELINE	JUBB 40701	Canada	744939 filed 1/11/94	Reg. No. 439,284 registered 2/10/95
DRIVELINE PLUS (for prepaid telecommunication services for use by truck operators in the nature of long distance telephone services)	JUBB 408	U.S.	75/168,513 filed 9/19/96	Reg. No. 2,079,408 registered 7/15/97
DRIVELINES PLUS	JUBB 40801	Canada	845139 filed 5/15/97	Reg. No. 498,909 registered 8/19/98

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 12, 1999 by and between SILICON VALLEY BANK ("Bank") and SmartStop, Inc. ("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 January 12, 1999 (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. Capitalized terms used but not otherwise defined herein shall have the same meaning as in 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 (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:

921 SW Washington Street, #210
Portland, OR 97205

Attn: Alan Beauchamp

Address of Bank:

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

Attn: Bruce Helberg

GRANTOR:

SmartStop, Inc.

By: SM Evers

Title: President + CEO

BANK:

SILICON VALLEY BANK

By: BJA

Title: Vice-President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

See Attached

EXHIBIT C

Trademarks

DescriptionRegistration/
Application
NumberRegistration/
Application
Date

<u>Matter</u>	<u>Docket No.</u>	<u>Country</u>	<u>Serial No.</u> <u>Filing Date</u>	<u>Status</u>
SMARTSTOP (for telephone switching services for the trucking industry, namely, electronic transmission of data, images and documents about shippers, loads, fuel, weather, credit information and driver information)	JUBB 401	U.S. /	75/287,584 filed 5/6/97	Reg. No. 2,163,894 registered 6/9/98
SMARTFLEET (for providing financial services to businesses in the trucking industry in the nature of credit, debit and stored value card services for use in obtaining cash, for tracking specialized purchases such as fuel and for telephone calling card services)	JUBB 402	U.S. /	75/372,728 filed 10/14/97	Pending
DESIGN MISC. (SmartStop Logo) (for telephone switching services for the trucking industry, namely, electronic transmission of data, images and documents about shippers, loads, fuel, weather, credit information and driver information)	JUBB 403	U.S. /	75/402,043 filed 12/8/97	Response to Office action due 1/6/99
D,V NETWORK (for computer hardware and software for telephone switching services for the trucking industry, namely, electronic transmission of data, images and documents about shippers, loads, fuel, weather, credit information and driver information)	JUBB 404	U.S. /	75/391,268 filed 11/14/97	Response to Office action due 3/22/99

EXHIBIT C

Trademarks

<u>Description</u>		<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DESIGN MISC. (New SmartStop Logo) (for telephone switching services for the trucking industry, namely, electronic transmission of data, images and documents about shippers, loads, fuel, weather, credit information and driver information)	JUBB 406	U.S. / —	Application sent for filing 10/13/98
DRIVELINE (for prepaid telecommunication services for use by truck operators in the nature of long distance telephone services)	JUBB 407	U.S.	74/410,904 filed 7/12/93
DRIVELINE PLUS (for prepaid telecommunication services for use by truck operators in the nature of long distance telephone services)	JUBB 408	U.S. /	75/168,513 filed 9/19/96
			Reg. No. 1,885,29 registered 3/21/95
			Reg. No. 2,079,408 registered 7/15/97

TRADEMARK

RECORDED: 10/20/2004

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