

10-15-2004

RECORD
TRA



102859568

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

SYSDOME, INC.
FKA AFFINITY CORPORATION

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

Citizenship (see guidelines) _____

Execution Date(s) NOV. 25, 2002

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bridge Bank, N.A.

Internal Address: _____

Street Address: 2120 El Camino Real

City: Santa Clara

State: CA

Country: _____ Zip: 95050

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other National Association Citizenship USA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,869,370

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Word Mark AC

Online business investigations in the field of Comprehensive fraud prevention

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

Name: Jennifer Gu

Internal Address: _____

Street Address: 2120 El Camino Real

City: Santa Clara

State: CA Zip: 95050

Phone Number: (408) 556-6506

Fax Number: (408) 423-8510

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Date

Jennifer Gu
Name of Person Signing

9/29/04

Total number of pages including cover sheet, attachments, and document: 7

10/14/2004 BYRNE 00000139 2069370

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Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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

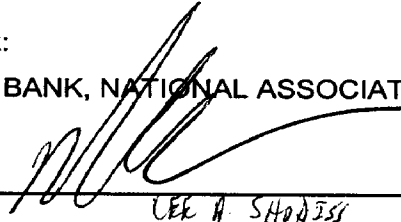
West Hills, CA 91307

Tel: (818) 712-9090

Fax: (818) 712-9081

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 
Name: CEE A. SHADISS
Title: S.R. 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

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 |

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 |