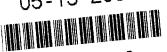
05-13-2005



3. DEPARTMENT OF COMMERCE tates Patent and Trademark Office

OMB Collection 0651-0027 (exp. 6/30/2005) **RECOR**

TRA10309268LY			
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):	2. Name and address of receiving party(ies)		
I/PRO Corporation fka Web Search Services, Inc.	Additional names, addresses, or citizenship attached?		
ika vveb dealon delvices, inc.	Name: Bridge Bank, National Association		
☐ Individual(s) ☐ Association	Internal		
Individual(s) General Partnership Limited Partnership	Address: BCFG		
Corporation- State: California	Street Address: 2120 El Camino Real		
Other	City: Santa Clara		
Citizenship (see guidelines) U.S.A.	State: California		
Additional names of conveying parties attached? Yes V No	Country: USA Zip: 95050 Association Citizenship		
	Association Citizenship		
3. Nature of conveyance)/Execution Date(s) :	Limited Partnership Citizenship		
Execution Date(s) May 26, 2004	Corporation Citizenship		
Assignment Merger	V Other National Assoc. Citizenship U.S.A.		
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic		
Other	representative designation is attached: Yes No (Designations must be a separate document from assignment)		
A. Trademark Application No.(s) 78500927 78498750 C. Identification or Description of Trademark(s) (and Filing I PRO - Word Mark I/PRO - Word Mark	B. Trademark Registration No.(s) Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):		
5. Name & address of party to whom correspondence 6. Total number of applications and			
concerning document should be mailed:	registrations involved: 2		
Name: <u>Jennifer Gu</u> Internal Address: <u>BCFG</u>	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00		
Internal Address. BCFG	Authorized to be charged by credit card		
Street Address: 2120 El Camino Real	Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed		
City: Santa Clara	8. Payment Information:		
State: California Zip: 95050	a. Credit Card Last 4 Numbers		
Phone Number: 408-556-6506	Expiration Date		
Fax Number: 408-423-8510	b. Deposit Account Number		
Email Address: jgu@bridgebank.com	Authorized User Name		
9. Signature: 04/27/2005			
Signature Date			
Documents to be recorded (including cover sheet) should be faved to (703) 306-5005, or mailed to:			

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 26, 2004, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and Web Search Services, Inc., ("Grantor") is made with reference to the Business Financing Agreement, dated as of May 26, 2004 (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. 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.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above. **GRANTOR:** LENDER: WEB SEARCH SERVICES, INC. BRIDGE BANK, MATIONAL ASSOCIATION Ву_ Name:_Accaw LEGA SHODIS Name: Title: Preside Title: SUP Address for Notices: Address for Notices: Attn: Allan Kuplen / Chin Bother Attn: Mike Field

625 Market Street, 7th Floor San Francisco, California 94105 Fax: (415) 512-7996 2120 El Camino Real Santa Clara, CA 95050 Tel: (408) 982-2106 Fax:(408) 982-2112

EXHIBIT A

COPYRIGHTS

Description Registration/ Registration/

Application Application

Number Date

N.A.

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EXHIBIT B

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
I PRO	78500927	10/15/2004
I/PRO	78498750	10/12/2004

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EXHIBIT C

PATENTS

Description

Registration/ Application Number Registration/ Application

Date

N.A.

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