

5-1105

05-13-2005

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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103002730

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

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

<p><b>1. Name of conveying party(ies):</b> I/PRO Corporation fka Web Search Services, Inc.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State: <u>California</u>  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>U.S.A.</u>  Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b>      <input type="checkbox"/> Yes  Additional names, addresses, or citizenship attached?      <input checked="" type="checkbox"/> No</p> <p>Name: <u>Bridge Bank, National Association</u>  Internal  Address: <u>BCFG</u>  Street Address: <u>2120 El Camino Real</u>  City: <u>Santa Clara</u>  State: <u>California</u>  Country: <u>USA</u>      Zip: <u>95050</u></p> <p><input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input type="checkbox"/> Corporation      Citizenship _____  <input checked="" type="checkbox"/> Other <u>National Assoc.</u>      Citizenship <u>U.S.A.</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance /Execution Date(s) :</b></p> <p>Execution Date(s) <u>May 26, 2004</u></p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	

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

A. Trademark Application No.(s)  
78500927  
78498750

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
I/PRO - Word Mark  
I/PRO - Word Mark

<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Jennifer Gu</u>  Internal Address: <u>BCFG</u>  Street Address: <u>2120 El Camino Real</u>  City: <u>Santa Clara</u>  State: <u>California</u>      Zip: <u>95050</u>  Phone Number: <u>408-556-6506</u>  Fax Number: <u>408-423-8510</u>  Email Address: <u>jgu@bridgebank.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b>      <u>2</u></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b>      \$ <u>65.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card  <input type="checkbox"/> Authorized to be charged to deposit account  <input checked="" type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>a. Credit Card      Last 4 Numbers _____  Expiration Date _____</p> <p>b. Deposit Account Number _____  Authorized User Name _____</p>
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**9. Signature:** \_\_\_\_\_      04/27/2005  
Signature      Date

\_\_\_\_\_      Jennifer Gu  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

05/12/2005 6TON11 00000023 78500927  
01 FC:8521 40.00 DP  
02 FC:8522 25.00 DP

TRADEMARK  
REEL: 003160 FRAME: 0926

# 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

WEB SEARCH SERVICES, INC.

By: Allan Kaplan  
Name: ALLAN KAPLAN  
Title: President

Address for Notices:  
Attn: Allan Kaplan / Chris Botter  
625 Market Street, 7th Floor  
San Francisco, California 94105  
Fax: (415) 512-7996

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: [Signature]  
Name: CHRIS BOTTER  
Title: SVP

Address for Notices:  
Attn: Mike Field  
2120 El Camino Real  
Santa Clara, CA 95050  
Tel: (408) 982-2106  
Fax: (408) 982-2112

EXHIBIT A  
COPYRIGHTS

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N.A.

EXHIBIT B  
TRADEMARKS

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

EXHIBIT C

PATENTS

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N.A.