

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fathom Online, Inc.		12/08/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054-1191		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78646127	KEYWORD PRICE INDEX	
<b>Serial Number:</b>	78645794	KPI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)962-6771		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-885-3539		
<b>Email:</b>	trademarks@troutmansanders.com		
<b>Correspondent Name:</b>	Segeda T. Ranjeet, Esq		
<b>Address Line 1:</b>	600 Peachtree Street NE		
<b>Address Line 2:</b>	Troutman Sanders LLP - Suite 5200		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	220763.581		
<b>NAME OF SUBMITTER:</b>	Segeda T. Ranjeet, Esq.		
<b>Signature:</b>	/STR/		

OP \$65.00 78646127

Date:

12/20/2005

**Total Attachments: 5**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement is entered into as of December 8, 2005 by and between SILICON VALLEY BANK ("Bank") and FATHOM ONLINE, 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 of even date 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 Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor 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 and Trademarks listed on Schedules A, B and C 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.

**TRADEMARK  
REEL: 003214 FRAME: 0175**

FATHOM ONLINE, INC.

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
N/A	N/A	N/A

**EXHIBIT B**

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A

N/A

N/A

**EXHIBIT C**

**Trademarks**

**MARK**

**Registration/  
Application  
Number**

**Registration/  
Application  
Date**

**Status**

KEYWORD PRICE INDEX  
KPI

78-646127  
78-645794

6/13/2005  
6/13/2005

Pending  
Pending

IN WITNESS WHEREOF, the parties have caused 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:

33 New Montgomery St., Suite 500  
San Francisco, CA 94105.  
Attn: Steve Gillan, CFO

GRANTOR:

FATHOM ONLINE, INC.

By: J. C. Churchill  
Title: CEO

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By: Richard J. Ray  
Title: SVB