

02-05-2008



103479642

To the Director of the U.S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies):

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

Name: **Byte Enterprises, Inc.**

Internal Address

Street Address: **2495 140th Avenue NE Ste D-101**

City: **Bellevue**

State: **WA**

Country: **USA**

Zip: **98005**

☐ Individual(s)

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State

☐ Other

Additional name(s) of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): **January 30, 2008**

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other : **Release**

☐ Association Citizenship

☐ General Partnership Citizenship

☐ Limited Partnership Citizenship

☒ Corporation Citizenship :Canada

☐ Other Citizenship

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)

76025826

76025831

B. Trademark Registration No.(s)

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

Additional sheets attached? ☐ Yes ☒ No

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

Name: **Silicon Valley Bank**

Internal Address: **HF154**

Street Address: **3003 TASMAN DRIVE**

City: **SANTA CLARA** State: **CA** ZIP: **95054**

Phone Number: **(408)654-4044**

Fax Number: **(408)654-6313**

Email Address: **AMDC@SVB.COM**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$65.00**

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers

02/05/2008 DRYNE 00000002 76025826

01 FC:8521

02 FC:8522

40.00 0P

25.00 0P

Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature

Kelly Green

Signature

January 31, 2008

Date

Kelly Green

Name of Person Signing

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

TRADEMARK

REEL: 003713 FRAME: 0553

**Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:Mail
Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450**

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Byte Enterprises, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, 07/20/2000, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on 01/26/2001, Reel 2228, Frame 0923.

Dated: **January 31, 2008**

SILICON VALLEY BANK

By: 
Name: Margaret Fujii
Title: Operations Department Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 20, 2000 by and between SILICON VALLEY BANK, a California-chartered bank ("Bank") and BYTE ENTERPRISES, INC., a Washington corporation ("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, Grantor, and NetUpdate.com, Inc. dated July 20, 2000 (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.

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, Trademarks and Mask Works listed on Exhibits 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.

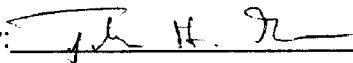
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

BYTE ENTERPRISES, INC.

7023 NE 17th Street, Suite H
Kenmore, Washington 98028

By: 


Title: CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, California 95054
Attn: _____

By: 

Title: SVP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
BYTEONLINE (International Class 35)	76-025, 831	Filed 4/7/2000
BYTEONLINE (International Class 9)	76-025, 826	Filed 4/7/2000

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

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NetUP TE, Inc.

425- 1-7882

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EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
TQS Rates	TXu 887 315	01/15/1999
The Qualifier Series TQS	TXu 720 985	11/13/1995
Apptaker	TXu 348 412	11/17/1988
The Qualifier Series 4.0 (TQS 4.0)	TXu 278 325	02/09/1987
HUD 1 & 2 Settlement Statement	TXu 278 324	02/09/1987
The Qualifier	TXu 202 065	03/11/1985