

RE

02-05-2008

U.S. DEPARTMENT OF

Initiated States Patent and Trademark Office



103479643

To the Director of the U.S. Patent and

Documents or the new address(es) below.

1. Name of conveying party(ies):

Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara, CA 95054

- ☐ 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

Name: Netupdate.com, Inc.

Internal Address

Street Address: 2495 140<sup>th</sup> Avenue NE Ste D-101

City: Bellevue

State: WA

Country: USA

Zip: 98005

- ☐ 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)

76025830

76025832

76025833

B. Trademark Registration No.(s)

2698230

2698231

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: 5

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$140.00

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

8. Payment Information: 02/05/2008 DBYRNE 00000003 76025830

a. Credit Card Last 4 Numbers  
01 FC:8521  
02 FC:8522  
Expiration Date

40.00 DP  
100.00 DP

b. Deposit Account Number  
Authorized User Name

9. Signature.

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: 0611

**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 **Netupdate.com, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, 07/18/2000, 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 0885.

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 18, 2000 by and between SILICON VALLEY BANK, a California-chartered bank ("Bank") and NETUPDATE.COM, 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 Byte Enterprises, Incorporated dated July 18, 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.

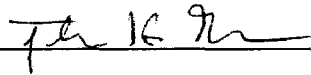
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

NETUPDATE.COM, INC.

12356 Northup Way, Suite 118  
Bellevue, Washington 98005  
Attn: \_\_\_\_\_

By:   
Title: CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, California 95054  
Attn: \_\_\_\_\_

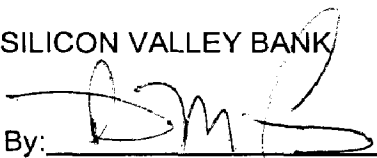
By:   
Title: SVP

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

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>
LOANUPDATE	76-025, 834	Filed 4/7/2000
HOMEUPDATE	76-025, 833	Filed 4/7/2000
INSUREUPDATE	76-025, 832	Filed 4/7/2000
MAILUPDATE	76-025, 830	Filed 4/7/2000
NETUPDATE	76-025, 829	Filed 4/7/2000



EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None