

S-17-00

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

06-12-2000



RSHEET **D** U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Comm

101378331

d the attached original documents or copy thereof.

1. Name of conveying part(ies):

Genesis 2000, Inc. (Genesis 2000 Holdings, Inc.)

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Delaware
- Other:

Additional name(s) of conveying party(ies) attached? [X] Yes [] No

iOwn Holdings, Inc.



05-12-2000

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #30

2. Name and address of receiving party(ies)

Name: Niederhoffer-Henkel & Co.

Street Address: 1301 Hightower Trail, Suite 250
Atlanta, Georgia 30350

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State GA
- Other

f assignee is not domiciled in the United States, a domestic representative designation is attached

YES NO

Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date:

4. Application number(s) or registration number(s): See Attached Schedule

A. Trademark application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? [X] Yes [] No

1794755

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

James W. Kayden
Thomas, Kayden, Horstemeyer & Risley, L.L.P.
100 Galleria Parkway, Suite 1750
Atlanta, Georgia 30339

6. Total number of applications/registrations involved: [10]

7. Total fee (37 CFR 3.41) \$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

20-0778
(Attach duplicate copy of this page if paying by Deposit Account)

06/06/2000 JSHABAZZ 00000034 1794755

01 FC:481 40.00 OP
02 FC:482 225.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James W. Kayden
Typed Name

James W. Kayden
Signature

9-May-2000
Date

Docket #: 81404-9010

Total number of pages including cover sheet, attachments, and document: [10]

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002085 FRAME: 0648

SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT

GENESIS 2000, INC. TRADEMARKS

| Attorney Docket | Trademark | App. Ser. No. | File Date or Issue Date |
|-----------------|---------------------------------------|-----------------|-------------------------|
| 34717 | GENESIS 2000 & Design (Previous Logo) | Reg. 1,794,755 | Issued 9-28-93 |
| 35746 | INTELLAGENT | Reg. 2,138,858 | Issued 2-24-98 |
| 36317 | MORTGAGE 411 | Ser. 75/296,427 | Filed 5-22-97 |
| 37852 | GENESIS 2000 | Ser. 75/872,868 | Filed 12-15-99 |
| 37853 | GENESIS 2000 and Design (New Logo) | Ser. 75/872,305 | Filed 12-15-99 |
| 37854 | GENESIS WEBBUILDER | Ser. 75/872,300 | Filed 12-15-99 |
| 38254 | WEBAPP | Ser. 75/872,304 | Filed 12-15-99 |
| 38255 | EPASS | Ser. 75/872,303 | Filed 12-15-99 |
| 38256 | GEOEXPERT | Ser. 75/872,302 | Filed 12-15-99 |
| 38257 | GENCAT | Ser. 75/872,301 | Filed 12-15-99 |

SCHEDULE 2
TO TRADEMARK SECURITY AGREEMENT
GENESIS 2000, INC. TRADEMARK LICENSES

NONE

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 23, 1999, made by iOwn Holdings Inc. and Genesis 2000, Inc. (now known as Genesis 2000 Holdings, Inc.) (individually and collectively, "Borrower" or "Grantor"), a Delaware corporation, in favor of Niederhoffer-Henkel & Co. (Lee Henkel) ("Creditor").

WITNESSETH:

WHEREAS, Grantor has entered into a certain Agreement and Plan of Merger dated November 15, 1999 and certain security agreement(s) (as the same may from time to time may be modified or supplemented, the "Security Agreements") by and among Grantor, Creditor and other creditors.

WHEREAS, pursuant to certain Security Agreements of even date herewith by and among Grantor and Creditor, Creditor and others borrowers, Grantor has granted to Creditor, for the benefit of Creditor and its successors, a security interest in substantially all of its personal property to secure certain obligations ("Obligations") under certain promissory notes ("Notes"), including all right, title and interest in intellectual property.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, assign and convey to Creditor a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

1. Secured Collateral.

(A) Grantor's Trademarks, Trademark Registrations, Service Marks, Service Mark Registrations, Tradenames, Trademark and Service Mark Applications and the other Trademarks, Service Marks and Applications referred to on Schedule 1 attached hereto and made a part hereof, and renewals thereof, and all rights corresponding thereto throughout the world;

(B) all income, royalties, damages, payments and proceeds now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof;

(C) the right to sue for past, present and future infringements thereof;

(D) all of the goodwill of Grantor's business connected with and symbolized by the Trademarks, Service Marks, Tradenames or other items described in clauses (A)-(B) (all of the foregoing Trademarks, Trademark Registrations, Service Marks, Service Mark

Registrations, Tradenames and Applications, together with the items described in clauses (A)-(B) are sometimes hereinafter individually and/or collectively referred to as the "Trademarks";

(E) all Trademark License Agreements relating to or involving any of the Trademarks, Service Marks, Tradenames or other items with any other party, whether Grantor is a licensor or licensee under any such license agreement, including without limitation, the licenses listed on Schedule 2 attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Trademark Licenses").

2. Restrictions on Future Agreements.

Grantor agrees that until the Obligations shall have been satisfied in full and the Security Agreements shall have been terminated, Grantor will not, without Creditor's prior written consent, enter into any agreement, including without limitation, any license agreement, which is inconsistent with Grantor's obligations under this Agreement, and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Creditor under this Agreement or the rights associated with those Trademarks and Trademark Licenses which are necessary or desirable in the operation of Grantor's business.

3. Future Trademark Collateral.

Grantor represents and warrants that the Trademarks and Trademark Licenses listed on Schedules 1 and 2 constitute all of the Registered Trademarks, Registered Service Marks, Registered Tradenames and Trademark, Service Mark, and Tradename Applications and Licenses now owned by Grantor. If, before the Obligations shall have been satisfied in full, Grantor shall (i) obtain rights to any new Registered Trademark, Registered Service Mark, Registered Tradenames or Licenses, or (ii) become entitled to the benefit of any Trademark or Service Mark Application, Trademark or Service Mark Registration, License Renewal, Grantor shall give to Creditor prompt written notice thereof. Grantor hereby authorizes Creditor to modify this Agreement by amending Schedules 1 and 2 to include any future Registered Trademarks, Registered Service Marks, Trademark Applications, Service Mark Applications, Registered Tradenames and Licenses.

Grantor agrees to execute all documents necessary to record or preserve Creditor's interest in all Trademarks or Trademark Licenses added to Schedules 1 and 2.

4. Duties.

Grantor shall have the duty to:

(i) to prosecute diligently any Trademark or Service mark Application of the Trademarks pending as of the date hereof or thereafter until termination of the Notes and the Security Agreements, (ii) to file Applications on Grantor's Trademarks and Service Marks, as is appropriate in Grantor's good faith judgment, and (iii) to use its best efforts (except as otherwise permitted in the Security Agreements) to preserve and maintain all rights in Trademark and Service Mark Applications and Trademark and Service Mark Registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Grantor. In any suit to enforce any Trademark or Trademark License, Creditor shall, at the expense and request of Grantor, do any and all lawful acts and execute any and all proper documents reasonably required by Grantor in connection with such suit. Except as otherwise permitted under the Security Agreements, Grantor shall not abandon any right to file any trademark, service mark, trademark application, or service mark application without the consent of Creditor, which consent shall not be unreasonably withheld. Creditor shall not have any duty with respect to the trademarks and trademark licenses. Without limiting the generality of the foregoing, Creditor shall not be under any obligation to take any steps necessary to preserve rights in the trademarks or trademark licenses against any other parties, but may do so at its option during the continuance of an event of default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and added to the obligations secured thereby.

5. Creditor's Right to Sue.

At any time after the occurrence of an Event of Default as defined in the Security Agreements, Creditor shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Trademark Licenses and, if Creditor shall commence any such suit, Grantor shall, at the request of Creditor, do any and all lawful acts and execute any and all proper documents reasonably required by Creditor in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Creditor for all costs and expenses incurred by Creditor in the exercise of its rights hereunder. If, for any reason whatsoever, Creditor is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

6. Term.

This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Trademark Licenses and shall remain in full force and effect until the Termination Date.

7. Waivers.

No course of dealing between Grantor and Creditor, nor any failure to exercise, nor any delay in exercising, on the part of Creditor, any right, power or privilege hereunder or under the Notes, the Security Agreements, and any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8. Exercise of Rights and Remedies Upon Default.

Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default as defined in the the Notes or the Security Agreements, Creditor and Creditors may exercise any of the rights and remedies provided in this Agreement, the Notes or the Security Agreements, or any other agreement. Without limiting the generality of the foregoing, Grantor acknowledge and agrees that (i) the Trademarks and Trademark Licenses comprise a portion of the Collateral and Creditor and Creditors shall have the right to exercise their rights under the Notes, the Security Agreements and any other agreements with respect to the Trademarks and Trademark Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence of an Event of Default, Creditor or its nominee may use the Trademarks and Trademark Licenses in connection with the conduct of Assignor's business.

9. Severability.

The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

10. Modification.

This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 3 hereof or by a writing signed by the parties hereto.

11. Cumulative Remedies; Effect on Security Agreements.

All of Creditor's rights and remedies with respect to the Trademarks and Trademark Licenses, whether established hereby or by the Notes, the Security Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or

concurrently. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Creditor under the Notes, the Security Agreements or any other agreements, but rather is intended to facilitate the exercise of such rights and remedies.

12. Binding Effect; Benefits.

This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Creditor, its nominees and assigns.

13. Governing Law.

The validity, interpretation and effect of this agreement shall be governed exclusively by the laws of the state of California, excluding the "conflict of laws" rules thereof.

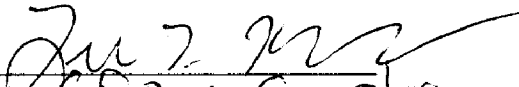
14. Notices.

All notices or other communications hereunder shall be given on the manner and to the address set forth on the Security Agreements.

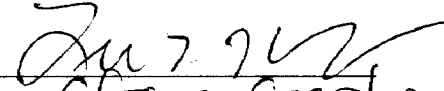
This security interest is granted in conjunction with the security interests granted to Creditor pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Creditor with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.


GENESIS 2000, INC. (NOW KNOWN AS GENESIS 2000 HOLDINGS, INC.)

By: 
Its: CFO & Secretary

GENESIS 2000 HOLDINGS, INC.

By: 
Its: CFO & Secretary

Niederhoffer-Henkel & Co. (Lee Henkel), as Creditor

By: 
Its: President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

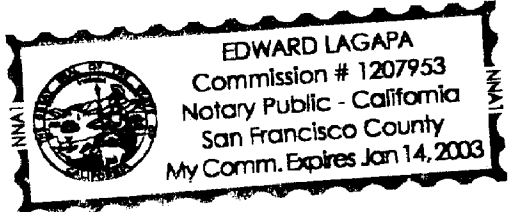
County of San Francisco } ss.

On 4/18/2000, before me, Edward Lagapa, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Lee Kirkpatrick
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.
Edward Lagapa
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

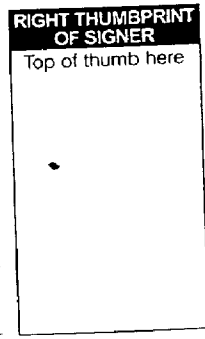
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

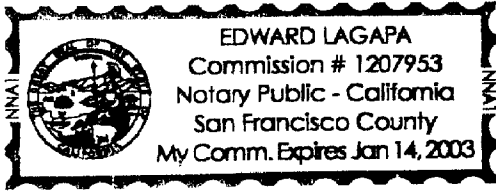
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personally appeared Lee Kirkpatrick
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WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

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Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

