

09-06-2000



FORM PTO-1594 (Rev 5-93) 8.7.00

101449310 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): PERSONALMD.COM, INC.</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation – State: CALIFORNIA Other:</p> <p>Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No</p> <p>3. Nature of Conveyance: [ ] Assignment [ ] Merger [X] Security Agreement [ ] Change of Name [ ] Other</p> <p>Execution Date: August 20, 2000</p>	<p>2. Name and address of receiving party(ies): Name: COMMERCIAL BRIDGE CAPITAL, LLC Address: 4275 EXECUTIVE DRIVE, SUITE 350 City: LA JOLLA State: CA Zip: 92037</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation – State: Other: a Delaware limited liability company</p> <p>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) Additional name(s) &amp; address(es) attached? [ ] Yes [x] No</p>
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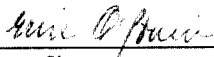
<p>4. Application number(s) or trademark number(s): A. Trademark Application No.(s) 75/672,579</p>	<p>B. Trademark Registration No.(s)</p> <p>Additional numbers attached? [ ] Yes [X] No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Erin O'Brien Internal Address: GRAY CARY WARE &amp; FREIDENRICH 400 Hamilton Avenue Palo Alto, California 94301</p>	<p>6 Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41) . . . . . \$40.00 [ x ] Enclosed [ ] Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Erin O'Brien  August 31, 2000  
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [ 6 ]

Mail Documents to be recorded with required cover sheet information to:  
 U.S. Patent and Trademark Office, Office of Public Records  
 1213 Jefferson Davis Highway, 3rd Floor  
 Arlington, VA 22202

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 28, 2000 by and between COMMERCIAL BRIDGE CAPITAL, LLC, a Delaware limited liability company ("Lender") and PERSONALMD.COM, INC., a California corporation ("Borrower").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Borrower dated 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).

B. Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrower under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in all of Borrower'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 and all other agreements now existing or hereafter arising between Borrower and Lender, Borrower hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Borrower, Borrower grants and pledges to Lender a security interest in all of Borrower'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 Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

BORROWER:


Address of Borrower:

7901 Stoneridge Drive  
Pleasanton, CA 94588  
Attn: Thomas Levin, President and CEO

PERSONALMD.COM, INC.

By:

Title:

  
PRESIDENT/CEO

LENDER:

Address of Lender:

4275 Executive Drive, Suite 350  
La Jolla, CA 92037-1476  
Attn: Carl M. Fredericks, President and CEO, CBC  
MANAGEMENT, LLC, Manager

COMMERCIAL BRIDGE CAPITAL, LLC

By: CBC MANAGEMENT, LLC,  
Manager

By:

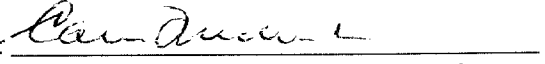
  
Carl M. Fredericks, President and CEO

EXHIBIT A

Copyrights

Description

Registration  
Number

Registration  
Date

*None*

EXHIBIT B

Patents

Description

*None*

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT C

Trademarks

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