

2-101

02-07-2001



FORM PTO-1594  
(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101607231

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

<p>1. Name of conveying party(ies): DATACHANNEL, INC.</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: WASHINGTON 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: January 30, 2001</p>	<p>2. Name and address of receiving party(ies): Name: IMPERIAL BANK Address: 5330 CARILLON POINT City: KIRKLAND JOSE State: WA Zip: 98033</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other: a California chartered bank</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>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>4. Application number(s) or trademark number(s): A. Trademark Application No.(s) 75/265,827      75/634,317      75/634,316 75/619,579      75/717,266      75/717,265 75/499,513      75/464,784      75/424,700</p>	<p>B. Trademark Registration No.(s) 2,315,419</p> <p>Additional numbers attached? [ ] Yes [X] No</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------

RECEIVED  
2001 FEB -7 AM 10:07  
ASSIGNMENT SERVICES  
DIVISION

<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: 10</p> <p>7. Total fee (37 CFR 3.41) . . . . . \$265.00 [ 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>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

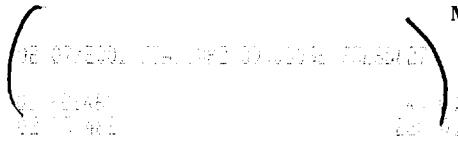
DO NOT USE THIS SPACE

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 Name of Person Signing		February 6, 2001 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



PA\10120011.1  
1090371-957100

TRADEMARK  
REEL: 002231 FRAME: 0197

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 30, 2001 by and between IMPERIAL BANK ("Bank") and DATACHANNEL, 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 and Grantor 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). 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 and under all other agreements now existing or hereafter arising between Grantor and Bank, 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.

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

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

DATACHANNEL, INC.

Address of Grantor:

600 18th Avenue NE, Suite 900  
Bellevue, WA 98004

Attn: Chief Financial Officer

By:   
Title: VP

BANK:

IMPERIAL BANK

Address of Bank:

5330 Carillon Point  
Kirkland, WA 98033

Attn: Julia Doke

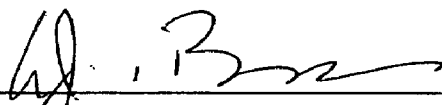
By:   
Title: VP/CEO

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

Gray Cary\PA\10112693.1  
1090371-900000

**TRADEMARK**  
**REEL: 002231 FRAME: 0200**

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Time generation	60/198,845	04/21/00
Automatic form refill	60/198,859	04/21/00
Token overriding	60/243,340	10/25/00
Server side masking	60/243,341	10/25/00
Client side UI	60/243,379	10/25/00
Zone aliasing	60/243,323	10/25/00
Multizone rebuilds	60/234,387	10/25/00
SnapCM	pending	12/22/00

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
The right information to the right person at the right time	2,315,419	02/08/00
Datachannel	75/265,827	03/28/97
XSP Extensible server pages	75/634,317	02/03/99
X-pages	75/634,316	02/03/99
Framework 2000	75/619,579	01/12/99
Global information economy	75/717,266	05/28/99
GIE	75/717,265	05/28/99
Web broker	75/499,513	06/10/98
Datachannel rio	75/464,784	04/08/98
Save to the web	75/424,700	01/28/98

400 Hamilton Avenue  
Palo Alto, CA 94301-1809  
[www.graycary.com](http://www.graycary.com)

O) 650-833-2104  
F) 650-328-3029

OUR FILE NO. 1090371-957100

February 6, 2001

VIA FEDERAL EXPRESS

U.S. Patent and Trademark Office  
Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

**Re: Grantor: Datachannel, Inc.**  
**Secured Party: Imperial Bank**

Dear Sir or Ms:

Enclosed please find the following documents:

1. Recordation Form Cover Sheet for Trademarks only;
2. Intellectual Property Security Agreement between Datachannel, Inc. and Imperial Bank; and
3. A self-addressed postage paid postcard for your use to indicate your receipt of the enclosed documents.

Also included is a check to cover recordation fees. Please record these documents and return the original Notice of Recordation to me at the above-listed address after the security interest has been recorded.

Sincerely,

**Gray Cary Ware & Freidenrich LLP**



Erin O'Brien, Paralegal  
[eobrien@graycary.com](mailto:eobrien@graycary.com)

epo:  
Enclosures

cc: Ms. Mindy Schreck (w/o enclosures)  
Ms. Bridget Lim (w/enclosures)  
Heather L. Gaede, Esq. (w/o enclosures)

Gray Cary\PA\10120014.1  
1090371-957100

RECEIVED  
2001 FEB -7 AM 10:07  
ASSIGNMENT SERVICES  
DIVISION