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FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

Robins, Kaplan, Miller &  
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2800 LaSalle Plaza  
800 LaSalle Avenue  
Minneapolis, MN 55402

13001

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name Collaborative Media, Inc.

Execution Date  
Month Day Year  
12/6/00

Formerly

75607393

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization Delaware

#### Receiving Party

Mark if additional names of receiving parties attached

Name Best Buy Co., Inc.

DBA/AKA/TA

Composed of

Address (line 1) 7075 Flying Cloud Drive

Address (line 2)

Address (line 3) Eden Prairie

Minnesota

55344

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Minnesota

02/08/2001 6TON11 00000025 75687393

FOR OFFICE USE ONLY

01 FC:401  
02 FC:402

40.00 OP  
125.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 002232 FRAME: 0327

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Paula L. Peterson, Corp. Paralegal

1/27/01

Name of Person Signing

Signature

Date Signed

**COLLATERAL PATENT, TRADEMARK  
AND LICENSE ASSIGNMENT**

THIS COLLATERAL PATENT, TRADEMARK AND LICENSE ASSIGNMENT (the "**Assignment**") is made as of December 6, 2000, by Collaborative Media, Inc., a Delaware corporation, with its chief executive office and principal place of business at 2017 Mission Street, 2<sup>nd</sup> Floor, San Francisco, CA 94110 ("**Assignor**"), in favor of Best Buy Co., Inc., a Minnesota corporation, with its offices at 7075 Flying Cloud Drive, Eden Prairie, MN 55344 ("**Assignee**").

RECITAL

Assignor has executed and delivered to Assignee a Security Agreement dated as of the date hereof (the "**Security Agreement**") which provides for the grant by Assignor to Assignee of a security interest in substantially all of Assignor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, goodwill and licenses.

In consideration of the foregoing and for other good and valuable consideration, Assignor agrees as follows:

1. **Incorporation of Security Agreement.** The term and provisions of the Security Agreement are incorporated herein in their entirety by this reference.

2. **Collateral Assignment of Patents, Trademarks and Licenses.** To secure the complete and timely satisfaction of all of Assignor's Secured Obligations (as defined in the Security Agreement) to Assignee, Assignor grants to Assignee a security interest, with power of sale, to the extent permitted by law, and assigns to Assignee, upon the occurrence of any Event of Default (as defined in the Security Agreement), all of Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) U.S. patents and U.S. patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those U.S. patents listed on Schedule A attached hereto and made a part hereof, and the reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all U.S. patents and U.S. patent applications, including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing hereinafter individually and/or collectively referred to as the "Patents");

(b) trademarks, trademark registrations, trade names, service marks, service mark registrations, service mark applications and trademark applications, including, without limitation, trade names and applications listed on Schedule B attached hereto and made a part hereof, if any, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under

all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the rights to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, service marks, service mark registrations and applications, together with the items described in clauses (i) through (iv), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(c) any license agreement in which Assignor is or becomes licensed to use a patent or trade name, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, if any (the "Licenses"); and

(d) the goodwill of Assignor's business connected with and symbolized by the Trademarks.

3. **New Patents, Trademarks and Licenses.** Assignor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, trademarks, service marks, registrations, licenses and applications now owned by Assignor. If, before the Obligations shall have been satisfied in full, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, service marks, service mark registrations or trade names or licenses, or (ii) become entitled to the benefit of any patent, license or trademark applications, trademark, trademark registrations, service marks, service mark registrations, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent or License, the provisions of paragraph 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor authorizes Assignee to modify this Assignment by amending Schedule A, B and/or C as applicable to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, service marks, service mark registrations, service mark applications, trade names, or licenses which are Patents or Trademarks or Licenses, as applicable, under paragraph 2 above, or under this paragraph 3.

4. **Royalties; Terms.** Assignor agrees that the use by Assignee of all Patents, Trademarks and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the security interest and assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder or (ii) payment or performance of the Obligations in full.

5. **Termination of Assignee's Security Interest.** This Assignment is made for collateral purposes only. Upon payment and performance in full of the Obligations, Assignee shall execute and deliver to Assignor all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest and assignment in the Patents, Trademarks and Licenses, subject to any disposition thereof, which may have been made by Assignee pursuant to paragraph 1 or any other provision hereof or pursuant to the Security Agreement.

6. **Duties of Assignor.** To the extent appropriate and in accordance with Assignor's sound business practices, Assignor shall (i) prosecute diligently any patent application that is part of the Patents and any trademark or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) make application on unpatented but patentable inventions and on trademarks or service marks, as appropriate, and (iii) preserve and maintain all rights in patent applications and patents that are part of the Patents and in trademark applications, trademarks, and trademark registrations, and service marks, service mark applications that are part of the Trademarks, and to any Licenses. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent application, trademark application, or service mark application, or any pending patent application, trademark application, service mark application, patent, trademark or service mark, or License, without the consent of Assignee, which consent shall not be unreasonably withheld.

7. **Assignee's Right to Sue.** From and after the occurrence of an Event of Default under the Security Agreement, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Licenses and Trademarks, and any other licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 7.

8. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Security 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.

9. **Severability.** The provisions of this Assignment 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 Assignment in any jurisdiction.

10. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 3 hereof or by a writing signed by the parties hereto.

11. **Cumulative Remedies; Power of Attorneys; Effect on Security Agreement.** All of Assignee's rights and remedies with respect to the Patents, Licenses and Trademarks, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Security Agreement, but rather, is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other

rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, License or Trademarks may be located.

**12. Retention of Patents and Trademarks in Satisfaction of the Liabilities.**

Upon the occurrence of an Event of Default under the Security Agreement and the election by Assignee to retain the Collateral in satisfaction of the obligations in accordance with the provisions of Section 9-505 of the Uniform Commercial Code as adopted and in effect in the State of Minnesota, Assignor agrees to assign, convey and otherwise transfer title in and to the Patent, Licenses and Trademarks to Assignee and to execute and deliver to Assignee all such agreements, documents and instruments as may be necessary, in Assignee's determination, to effect such assignment, conveyance and transfer.

**13. Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees and assigns.

**14. Governing Law.** This assignment shall be governed by and construed in accordance with the laws of the State of New York.

Assignor has executed this Assignment as of December 6, 2000.

COLLABORATIVE MEDIA, INC.,  
a Delaware corporation

By: *Lee M. Brown*  
Its: *President*

STATE OF CALIFORNIA )  
  )ss.  
COUNTY OF SAN FRANCISCO

The foregoing Collateral Patent, Trademark and License Assignment was executed and acknowledged before me this 6 day of December, 2000, by LEE BROWN, the PRESIDENT of Collaborative Media, Inc., a Delaware corporation, on behalf of such corporation.

*[Signature]*  
Notary Public



**SCHEDULE A**  
**PATENTS AND PATENT APPLICATIONS**

**Patent Number**

**Issued Date**

**SCHEDULE B  
TO  
COLLATERAL PATENT, TRADEMARK AND LICENSE ASSIGNMENT**

E/TOWN: Registered on 2/11/97 under No. 2,036,534 in Class 42

THE HOME ELECTRONICS GUIDE: Registered on 10/15/96 under No. 2,009,193 in Class 42

DEALERWEB: Serial No. 75/687,393 filed 4/20/99 in Class 35 - this application is currently suspended pending the outcome of a prior existing trademark application for a similar mark

E (Design): Serial No. 75/811,363 filed 9/29/99 in Class 35 - this mark has been approved for publication

ETOWN.COM: Serial No. 75/679,744 filed 4/9/99 in Class 35 - the Statement of Use has been accepted, and the application will be registered shortly

SHOPAUDIOVIDEO.COM: Serial No. 75/713,210 filed 5/24/99 in Class 35 - this mark has been approved for publication



**SCHEDULE C****LICENSES**

Collaborative Media Inc., dba etown.com (the "Company"), pursuant to individual license agreements, is the licensee of the software and other technology listed below:

**Hardware:**

- ATG Dynamo Application Server
- Resonate's Central Dispatch and Commander
- Oracle Database Server - 2 years 2 CPUs
- Veritas FirstWatch and Disk Manager
- Sun Solaris

**Software:**

- Taxware - for tax estimation
- Cybersource - for fraud screening
- MapQuest - for interactive mapping
- Ask Jeeves - for IDA our Interactive Decision Advisor
- Vignette - for content management
- UPS - for ups freight calculations
- FedEx - for FedEx freight calculations
- Intershop Mall product
- RedKnife
- Solomon IV Accounting software

The Company is also the licensee of multiple copies of various, readily-available commercial software products.