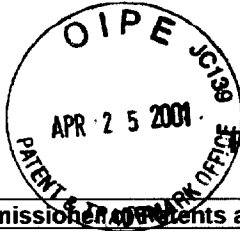


4-25-01

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

05-09-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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**RECORDATION FORM COVER SHEET
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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
- Change of Name
- Other

Effective Date
Month Day Year
 03 19 01

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year
 03 19 01

Name HAYES RENAISSANCE, LP

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization CALIFORNIA

Receiving Party

Mark if additional names of receiving parties attached

Name IMPERIAL BANK

DBA/AKA/TA

Composed of

Address (line 1) 226 AIRPORT PARKWAY

Address (line 2)

Address (line 3) SAN JOSE CALIFORNIA 95110
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization CALIFORNIA

05/09/2001 LMUELLER 00000007 2392266

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FC:481 40.00 DP
FC:482 50.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002290 FRAME: 0292

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 (415) 617-2100

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.

5

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

2392266	2351018	2373956
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.00

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.

NEIL J. RUBENSTEIN

Name of Person Signing

Signature

4/23/01

Date Signed



GRANT OF SECURITY INTEREST IN TRADEMARKS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hayes Renaissance, L.P., a California limited partnership ("Pledgor"), with its principal place of business located at 200 Edenvale Avenue, San Jose, California 95136, hereby grants to Imperial Bank, a California banking corporation ("Bank"), with an office at 226 Airport Parkway, San Jose, California 95110, a security interest in the following:

(a) All of Pledgor's right, title and interest in and to the trademarks set forth on Schedule 1 hereto, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Pledgor connected with and symbolized by such trademarks (collectively referred to as "Trademarks");

(b) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights set forth above;

(c) All licenses or other rights to use of the Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(d) All amendments, renewals and extensions of any of the Trademarks; and

(e) All proceeds and products of the foregoing, including without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This Agreement is made to secure prompt payment of any and all Obligations and in order to secure prompt performance by Hayes Renaissance, L.P. of each of its covenants and duties under the Loan and Security Agreement, dated March 19, 2001, between Hayes Renaissance, L.P., and Imperial Bank (as amended, modified and restated, the "Loan and Security Agreement"). This Agreement has been granted in conjunction with the security interest granted to Bank in the Loan and Security Agreement. The rights and remedies of Bank with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Loan and Security Agreement, all terms and provisions of which are incorporated herein by reference. Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan and Security Agreement. In the event that any provisions of this Agreement conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of March 19, 2001.

HAYES RENAISSANCE, L.P.,
a California limited partnership,
By: Hayes Renaissance, Inc.,
its general partner

By: 

Jeffrey Davenport
President

IMPERIAL BANK,
a California banking corporation

By: 

Name: Douglas Stewart
Title: First Vice President

SCHEDULE 1

1. Service Mark for "The Hayes Mansion," registered with United States Patent and Trademark Office on October 3, 2000 as Reg. No. 2,392,266.
2. Service Mark, Supplemental Register, for "The Hayes Mansion," registered with United States Patent and Trademark Office on May 16, 2000 as Reg. No. 2,351,018.
3. Service Mark for "H," registered with United States Patent and Trademark Office on August 1, 2000 as Reg. No. 2,373,956.