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101717178

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

1. Name of conveying party(ies): **CHECKSPACE, INC.** *42601*
13427 NE 16th Street
Bellevue, WA 98005

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State **Washington**
 Other _____

2. Name and address of receiving party(ies)
Name: **IMPERIAL BANK**
Internal Address:
Street Address: **5330 Carillon Point**
City: **Kirkland** State: **WA** ZIP: **98033-7356**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____

Corporation-State **California banking**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **April 17, 2001**



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

04-26-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #70

4. Application number(s) or patent number(s)
A. Trademark Application No.(s)
A BETTER WAY TO GET PAID (Serial # 76/131,304)
CHECKSPACE (Serial # 76/058,275)
CHECKSPACE.COM (Serial # 76/058,215)
YOUR MONEY IS A CLICK AWAY (Serial # 76/059,975)

B. Trademark Registration No. _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Mr. Sigi Hinojosa
Name: **Buchalter, Nemer, Fields & Younger**
Internal Address: _____

Street Address: **601 South Figueroa Street, 24th Floor**
City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 1 9

7. Total fee (37 CFR 3.41) \$ 115⁰⁰
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0052

(Attach duplicate copy of this page if paying by deposit account)

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.
Christine E Wilson
MR. SIGI HINOJOSA
Name of Person Signing

[Signature]
Signature

April 23, 2001
Date

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 17, 2001 by and between IMPERIAL BANK ("Bank") and CheckSpace, 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).

B. 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.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor 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 Bank and Grantor, 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.

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.

GRANTOR:

Address of Grantor:

13427 NE 16th St.
Bellevue, WA 98005

Attn: Bassam Saliba

CHECKSPACE, INC.

By: Bassam Saliba

Title: PRESIDENT

BANK:

IMPERIAL BANK

Address of Bank:

5330 Carillon Point
Kirkland, WA 98033-7356

Attn: Corporate Banking Center

By: [Signature]

Title: vice president

EXHIBIT A

Copyrights

Registration
Number

Registration
Date

Description

NONE

EXHIBIT B

Patents

Description

ELECTRONIC CHECK PAYMENT METHOD AND SYSTEM (66
CLAIMS)

Registration/
Application
Number

09/680,933

Registration/
Application
Date

October 6, 2000

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
A BETTER WAY TO GET PAID	76/131,304	9/19/00
CHECKSPACE	76/058,275	5/26/00
CHECKSPACE.COM	76/058,215	5/26/00
YOUR MONEY IS A CLICK AWAY	76/059,975	5/31/00