

09-13-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101841930

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

1. Name of conveying party(ies): iXmatch, Inc.

08/30/01

- Individual(s) Association General Partnership Limited Partnership Corporation-State (MN) Other

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

2. Name and address of receiving party(ies)

Name: Crown Bank Internal Address: Suite 125 Street Address: 6600 France Ave. S. City: Edina State: MN Zip: 55435

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State (MN) Other

08-30-2001

U.S. Patent & TMO's/TM Mail Rcpt Dt. #77

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 7/10/2001

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) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Attached

B. Trademark Registration No.(s) N/A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Joseph Alexander Internal Address: Suite 3300 Street Address: 90 S. 7th Street City: Minneapolis State: MN Zip: 55402

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): \$ 315.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: N/A

(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.

Joseph Alexander Name of Person Signing

Signature

8/12/2001 Date

Total number of pages including cover sheet, attachments, and document: 8

09/12/2001 6TON11 00000122 76089642

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 40.00 OP 02 FC:482 275.00 OP

TRADEMARK REEL: 002365 FRAME: 0679

SCHEDULE A

Trademarks

Applications:

<u>Mark</u>	<u>Serial Number</u>	<u>Date Filed</u>
IXMATCH (Class 9)	76/089,642	July 14, 2000
IXMATCH (Class 35)	76/089,647	July 14, 2000
IXMATCH (Class 42)	76/089,641	July 14, 2000
IXMATCH.COM (Class 9)	76/089,646	July 14, 2000
IXMATCH.COM (Class 35)	76/089,648	July 14, 2000
IXMATCH.COM (Class 42)	76/089,645	July 14, 2000
9GEESE.COM (Class 35)	76/089,639	July 14, 2000
9GEESE.COM (Class 38)	76,089,640	July 14, 2000
9GEESE.COM (Class 42)	76,089,649	July 14, 2000
NINEGEESE.COM (Class 35)	76,089,638	July 14, 2000
NINEGEESE.COM (Class 38)	76,089,637	July 14, 2000
NINEGEESE.COM (Class 42)	76,089,636	July 14, 2000

TRADEMARK SECURITY AGREEMENT

This Agreement is made on the 10th day of July, 2001, by and among iXmatch Inc., a Minnesota corporation, having a mailing address at Southgate Plaza, Suite 401, 5001 West 80th Street, Minneapolis, Minnesota 55437-1115 ("Assignor") and Crown Bank, a Minnesota corporation, having a mailing address at 6600 France Avenue South, Edina, Minnesota 55435 ("Lender").

Background. Assignor has executed and delivered to Lender a Promissory Note dated as of the date hereof evidencing loans made or to be made by Lender to Assignor (the "Note"). In order to induce the Lender to advance loans to Assignor pursuant to the Note, Assignor has agreed to grant Lender a security interest in certain Trademark rights according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with lender as follows:

1. To secure the complete and timely satisfaction of all indebtedness and obligations of Assignor under the Note and the obligations of Assignor under the Security Agreement of even date herewith (the "Security Agreement") (such indebtedness and obligations, collectively are referred to as the "Obligations"), Assignor hereby grants Lender a security interest in the entire right, title and interest in and to the Trademark applications and Trademarks listed in Schedule A hereto together with the goodwill of the business associated therewith and including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world (collectively called the "Trademarks").
2. Assignor covenants and warrants that:
 - (a) The Trademark applications are subsisting and have not been adjudged invalid;
 - (b) To the best of Assignor's knowledge, each of the Trademarks is valid;
 - (c) Except as to the rights granted to Lender herein, Assignor, to the best of its knowledge, is the sole owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses and covenants by Assignor not to sue third persons; and
 - (d) Assignor has the unqualified right to enter into this Agreement and perform its terms.

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's Obligations under this Agreement, without Lender's prior written consent.
4. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademark applications or trademark registrations, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give to Lender prompt written notice thereof.
5. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future Trademark registrations and Trademark applications which are Trademarks under paragraph 1 or paragraph 4 hereof.
6. Unless and until there shall have occurred and be continuing an Event of Default (as defined under the Note) or until Assignor satisfies its Obligations under this Agreement, Assignor hereby grants to Lender the nontransferable right and license to use the Trademarks. Assignor agrees not to sell or assign its interest in, or grant any sublicense to the Trademarks without the prior written consent of Lender.
7. If any Event of Default shall have occurred and be continuing, Assignor shall assign and convey to Lender the entire right, title and interest in and to the Trademarks, and execute and deliver all documents necessary to record title to the Trademarks in Lender or other transferee authorized by Lender. Lender shall have, in addition to all other rights and remedies given it by this Agreement, those 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 Trademarks may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Minneapolis, Minnesota, or elsewhere, the whole or from time to time any part of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all reasonable expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right or redemption on the part of Assignor, which right is hereby waived and released. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Assignor

may sell any merchandise or services bearing the Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Lender to the contrary.

8. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and title to the Trademarks shall remain in Assignor.
9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, or in otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Note.
10. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any Trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and to preserve and maintain all rights in Trademark applications and Trademarks of the Trademarks, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Assignor. Lender agrees that it will use all reasonable efforts, at Assignor's expense, to cooperate with Assignor if Assignor reasonably requests Lender to execute documents reasonably necessary to carry out Assignor's duties in connection with this paragraph 10. The Assignor shall not abandon any right to file any pending Trademark application or Trademark without the consent of the Lender, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, if Assignor determines in good faith that it is not in Assignor's best interests to take action with respect to a Trademark or Trademark application, Assignor shall have no duty or obligation hereunder to prosecute, maintain or take other action with respect to such Trademark or Trademark application and Assignor shall give Lender written notice thereof.
11. Assignor shall have the right to bring suit in its own name to protect the Trademarks and any licenses thereunder.
12. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender or Assignor, any right, power or privilege hereunder or under the Note or 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.

13. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Note or Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.
14. The provisions of this Agreement 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 of this Agreement in any jurisdiction.
15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.
16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
17. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered on the day and year first above written.

iXmatch Inc.

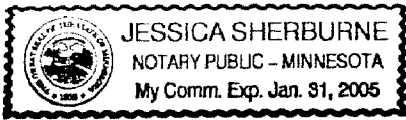
By: [Signature]
Its: PRESIDENT

Crown Bank

By: [Signature]
Its: AVP

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

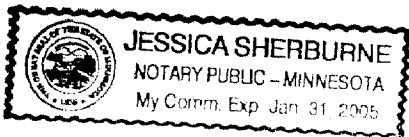
The foregoing instrument was executed and acknowledged before me on this 10th day of July, 2001, by Prakash Puram, the President of iXmatch Inc., on behalf of said corporation.



[Signature]
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was executed and acknowledged before me on this 10th day of July, 2001, by John C. Lindquist, the AVP of Crown Bank, on behalf of said corporation.



[Signature]
Notary Public

SCHEDULE A

Trademarks

Applications:

<u>Mark</u>	<u>Serial Number</u>	<u>Date Filed</u>
IXMATCH (Class 9)	76/089,642	July 14, 2000
IXMATCH (Class 35)	76/089,647	July 14, 2000
IXMATCH (Class 42)	76/089,641	July 14, 2000
IXMATCH.COM (Class 9)	76/089,646	July 14, 2000
IXMATCH.COM (Class 35)	76/089,648	July 14, 2000
IXMATCH.COM (Class 42)	76/089,645	July 14, 2000
9GEESE.COM (Class 35)	76/089,639	July 14, 2000
9GEESE.COM (Class 38)	76,089,640	July 14, 2000
9GEESE.COM (Class 42)	76,089,649	July 14, 2000
NINEGEESE.COM (Class 35)	76,089,638	July 14, 2000
NINEGEESE.COM (Class 38)	76,089,637	July 14, 2000
NINEGEESE.COM (Class 42)	76,089,636	July 14, 2000

MASLON
EDELMAN
BORMAN
& BRAND

Limited
Liability Partnership

MARVIN BORMAN
NEIL I. SELL
JEROME B. SIMON
WILLIAM E. MULLIN
WILLIAM Z. PENTELOVITCH
JOSEPH ALEXANDER
GARY J. HAUGEN
GEOFFREY P. JARPE
BARRY A. GERSICK
CHARLES BANS
THOMAS H. BORMAN
MARK BAUMANN
DAVID F. HERR
R. LAWRENCE PURDY
JAMES D. O'CONNOR
RICHARD G. WILSON
HOWARD B. TARKOW
WILLIAM M. MOWER, P.A.
LARRY A. KOCH, P.A.
VIRGINIA A. BELL
JUSTIN H. PERL
COOPER S. ASHLEY
SALLY STOLEN GROSSMAN
MARTIN R. ROSENBAUM
TERRI KRIVOSHA
MARY R. VASALY
JOHN W. PROVO
EDWIN CHANIN
CLARK T. WHITMORE
WAYNE S. MOSKOWITZ
CHARLES A. HOFFMAN
MARK W. LEE
LORRIE L. SALZL
ALAIN M. BAUDRY
RICHARD A. KEMPF
SUSAN E. OLIPHANT
JONATHAN S. PARRITZ
KIRK O. KOLBO
BRIAN J. KLEIN
JAMES F. KILLIAN
JAMES F. HANNEMAN
SHERYL G. MORRISON
DOUGLAS T. HOLOD
ANDREW N. JACOBSON
CYNTHIA F. GILBERTSON
PENNY R. HEABERLIN
MICHAEL C. MCCARTHY
PHILIP J. TILFON
R. CHRISTOPHER SUR
SHAWN R. McINTEE
MARGARET C. HOBBDAY
HOWARD A. ROSTON
KAREN BJORKMAN
MARGARET D. LUPKES
MELISSA M. WELDON
LAURA E. WALVOORD
CHRISTOPHER J. MELSHA
AMY J. SWEDBERG
ALAN M. GILBERT
DENNIS R. WEIRENS
KAI H. RICHTER
LISA C. NETZER
SCOTT L. GOODROAD
JILL D. SCHLICK
MARGARET A. GARVIN
PAUL D. CHESTOVICH

OF COUNSEL
MARTIN G. WEINSTEIN
MICHAEL L. SNOW
ROYCE N. SANNER
SUSAN J. LINK

RETIRED
CHARLES QUAINANCE, JR.
ROBERT A. ENGELKE

SAMUEL H. MASLON
1901-1988
HYMAN EDELMAN
1905-1993
RUSSELL F. LEDERMAN
1960-1999

3300 WELLS FARGO CENTER
90 SOUTH SEVENTH STREET
MINNEAPOLIS, MINNESOTA 55402-4140

(612) 672-8200

FAX (612) 672-8397

www.maslon.com

WRITER'S DIRECT DIAL

(612) 672-8242

Email: suzanne.mullen@maslon.com

August 27, 2001



08-30-2001

U.S. Patent & TMO/c/TM Mail Rcpt Dt #77

Assistant Commissioner for Trademarks
ATTN: BOX ASSIGNMENTS
2900 Crystal Dr.
Arlington, VA 22202-3513

RE: New Submission -- Assignment of Trademark
Conveying Party: iXmatch, Inc.
Receiving Party: Crown Bank

Dear Sir or Madam:

Enclosed for recordation on behalf of iXmatch, Inc., please find the following documents:

1. Recordation Form Cover Sheet;
2. A Trademark Security Agreement assigning to Crown Bank the pending trademark applications listed on Schedule A attached hereto; and
3. A check made payable to the Commissioner of Patents & Trademarks in the amount of \$315.00 for the required recordation fee.

Kindly acknowledge your receipt and acceptance of this filing by stamping and returning the enclosed postcard. Thank you.

Sincerely,

Suzanne D. Mullen
Trademark Paralegal

sdm/161365
Enclosures

TRADEMARK
REEL: 002365 FRAME: 0687

SCHEDULE A

Trademarks

Applications:

<u>Mark</u>	<u>Serial Number</u>	<u>Date Filed</u>
IXMATCH (Class 9)	76/089,642	July 14, 2000
IXMATCH (Class 35)	76/089,647	July 14, 2000
IXMATCH (Class 42)	76/089,641	July 14, 2000
IXMATCH.COM (Class 9)	76/089,646	July 14, 2000
IXMATCH.COM (Class 35)	76/089,648	July 14, 2000
IXMATCH.COM (Class 42)	76/089,645	July 14, 2000
9GEESE.COM (Class 35)	76/089,639	July 14, 2000
9GEESE.COM (Class 38)	76,089,640	July 14, 2000
9GEESE.COM (Class 42)	76,089,649	July 14, 2000
NINEGEESE.COM (Class 35)	76,089,638	July 14, 2000
NINEGEESE.COM (Class 38)	76,089,637	July 14, 2000
NINEGEESE.COM (Class 42)	76,089,636	July 14, 2000