FORM PTO-1594	\
(Rev 5-93)	1018827

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

to the Honorable Commissioner of Patents and Trademarks.	Please record the attached original documents or copy thereof.	
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):	
Mforma Corporation	Name: eFund LLC	
Individual(s) citizenship: Association: General Partnership:	Address: 5350 Carillon Point City: Kirkland, WA 98033 Individual(s) citizenship: Association:	
Limited Partnership:	General Partnership:	
Corporation – State: Washington Other:	Limited Partnership:	
	Corporation - State: Washington	
Additional name(s) of conveying party(ies) attached? [] Yes [X] No	Other:	
3. Nature of Conveyance: [] Assignment	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 [x] No	
Execution Date: September 27, 2001		
4. Application number(s) or trademark number(s):		
A. Trademark Application No.(s)	B. Trademark Registration No.(s)	
76/070742	2, 431, 048	
Additional numbers attach	red? [X]Yes []No	
5. Name and address of party to whom correspondence concerning document should be mailed:	6 Total number of applications and registrations involved: 2	
Name: Jeffrey J. Greene Internal Address: GRAY CARY WARE & FREIDENRICH 999 Third Avenue, Suite 4000 Seattle, WA 98104		
	7. Total fee (37 CFR 3.41) \$ 65.00 [x] Enclosed	
	[] Authorized to be charged to deposit account	
	8. Deposit account number:	
	(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.		
Jeffrey J. Greene	October 19, 2001	
Name of Person Signing Date Total number of pages comprising cover sheet: []		

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

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SECURITY AGREEMENT

This Security Agreement (this "Agreement") is made as of September 27, 2001 by Mforma Corporation, a Washington corporation, with its principal place of business at Pier 56, 1201 Alaskan Way, Suite 201, Seattle, WA 98101-2976 ("Borrower") in favor of each of the Purchasers under the Loan Agreement (as defined below)(collectively, the "Lenders" and individually a "Lender"), and David Arnold, in his capacity as agent for the Lenders ("Agent").

RECITALS

Lenders and Borrower are parties to a Note and Warrant Purchase Agreement (the "Loan Agreement") and other related loan documents dated the same date as this Agreement (collectively, the "Loan Documents"), which Loan Documents provide (i) for Lenders to loan certain principal amounts Borrower and (ii) for the grant by Borrower to Lenders of a security interest in all of Borrower's assets.

AGREEMENT

In consideration of the accommodations described above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Borrower and Lenders agree as follows:

1. <u>Capitalized Terms</u>. All terms capitalized but not otherwise defined in this Agreement will have the same meanings in this Agreement as in the Loan Agreement. Each Purchaser under the Loan Agreement shall be deemed a Purchaser under this Agreement.

2. Appointment of Agent for Lenders.

- (a) No individual Lender hereunder shall have the right to take any legal action or bring any suit in respect of any of the Loan Documents; additionally, no action arising from or in connection with an event of default shall be made, unless Lenders representing at least a majority of the outstanding principal balance of the Notes acting through Agent (the "Majority Lenders"), as calculated at the time of the action or amendment, have, in writing, elected to take such action. Any written agreement signed by the Majority Lenders shall have the legal effect of an agreement signed by all Lenders.
- Agent to take such action as Agent on its behalf and to exercise such powers under this Agreement as are delegated to Agent by the terms hereof, together with such powers as are reasonably incidental thereto. Agent shall have no duties or responsibilities except those expressly set forth in this Agreement. THE DUTIES OF AGENT SHALL BE MECHANICAL AND ADMINISTRATIVE IN NATURE; AGENT SHALL NOT HAVE BY REASON OF THIS AGREEMENT A FIDUCIARY RELATIONSHIP IN RESPECT

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OF ANY LENDER; AND NOTHING IN THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, EXPRESS OR IMPLIED, IS INTENDED TO OR SHALL BE SO CONSTRUED AS TO IMPOSE UPON AGENT ANY OBLIGATIONS IN RESPECT OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS EXCEPT AS EXPRESSLY SET FORTH HEREIN. In any instance where Agent is required or permitted to consent to or approve any action of Borrower under this Agreement, such consent or approval shall be deemed to be administrative in nature and may be given or withheld in Agent's sole discretion unless the Loan Documents state otherwise. As to any matters not expressly provided for by this Agreement, including enforcement or collection of the Notes, Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining) upon the written instructions of the Majority Lenders (as defined below), and such instructions shall be binding on all Lenders, provided that Agent shall not be required to take any action which exposes Agent to personal liability or which is contrary to the Loan Documents or applicable law. Each Lender shall execute and deliver such additional instruments, including powers of attorney in favor of Agent, as may be necessary or desirable to enable Agent to exercise its powers hereunder.

Without limiting the foregoing, Agent is authorized on behalf of all Lenders, without the necessity of any notice to or further consent from Lenders, from time to time to take any action with respect to any Collateral which may be necessary to maintain perfected security interest in and liens upon the Collateral. Unless Agent shall receive written instructions from the Majority Lenders, however, Agent shall have no independent duty to take such actions.

Each Lender that has executed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with each document or other matter either sent by Agent to such Lender for consent, approval, acceptance or satisfaction, or required thereunder to be consented to or approved by or acceptable or satisfactory to Lender. This Section is solely for the benefit of Agent and not for the benefit of Borrower or any other person.

3. <u>Duties and Obligations.</u>

- (a) Agent and, if applicable, any of its managers, members, officers, agents or employees, shall not be liable for any action taken or omitted to be taken by it or any of them under or in connection with this Agreement or any other Loan Document except for its or their own gross negligence or willful misconduct. Without limiting the generality of the foregoing, Agent:
- (i) may treat each Lender as the party entitled to receive payments hereunder and under the Loan Documents until Agent receives written notice of the assignment of such Lender's interest herein signed by such Lender and made in accordance with the terms hereof and of the Loan Documents, and a written agreement of the assignee that it is bound hereby to the same extent as it would have been had it been an original party hereto, in each case in form satisfactory to Agent;
- (ii) to the extent Agent deems reasonably necessary, Agent may consult with legal counsel, independent public accountants and other experts selected by

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he/she/it, the reasonable cost of which consultation shall be borne by Borrower, and Agent shall not be liable for any action taken or omitted to be taken in good faith in accordance with the advice of such experts;

- (iii) makes no warranty or representation of any kind whatsoever to any Lender and shall not be responsible to any Lender for any statements, warranties or representations made in or in connection with this Agreement, any other Loan Document, or in any instrument or document furnished pursuant hereto or thereto;
- (iv) shall not have any duty to ascertain or to inquire as to the performance of any of the terms, convenants, or conditions of the Loan Documents, or of any instrument or document furnished pursuant thereto on the part of Borrower or as to the use of the proceeds of any Note;
- (v) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, effectiveness, or value of this Agreement, of any other Loan Document, or of any instrument or document furnished pursuant hereto or thereto; and
- (vi) shall incur no liability under or in respect of this Agreement or any other Loan Document by acting upon any written notice, consent, certificate or other instrument or writing (which may be by cable, telex or telefax) believed by it to be genuine and signed, sent or made by the proper party or parties or by acting upon any representation or warranty of Borrower made or deemed to be made in this Agreement or any other Loan Document.

Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, employees or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Agent shall not be responsible for the negligence or misconduct of any agent or attorney-in-fact that it selects with reasonable care. Agent shall not be deemed to have knowledge or notice of the occurrence of any Event of Default under any of the Loan Documents unless Agent has received written notice from a Lender or Borrower referring to one or more of the Loan Documents, describing such Event of Default and stating that such notice is a "notice of default." In the event that Agent receives such a notice, Agent shall promptly notify each Lender.

(b) <u>Indemnification</u>. Each Lender agrees to indemnify Agent ratably according to the percentage of the aggregate principal amount of Notes held by such Lender from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements or any kind or nature whatsoever which may be imposed on, incurred by or asserted against Agent in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted by Agent under this Agreement or any other Loan Document, except any such as result from Agent's gross negligence or willful misconduct. Without limiting the foregoing, each Lender agrees to reimburse Agent promptly on demand in proportion to its holdings of Securities for any out-of-pocket expenses, including legal fees, incurred by Agent in connection with the administration or enforcement or preservation of any rights under any Loan Document.

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- 4. Grant of Security Interest. To secure the complete and timely satisfaction of all Obligations, Borrower hereby grants to Agent, for the benefit of Lenders, a first priority security interest, having priority over all other security interests, with power of sale, to the extent permitted by law or by the specific license agreements, upon the occurrence of an Event of Default all of Borrower's right, title and interest in and to all of its now existing and hereafter created or acquired:
- (i) patents and patent applications including, without limitation, the inventions and improvements described and claimed in those patents and patent applications, including but not limited to those patents listed on Exhibit A attached to and made a part of this Agreement, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of those patents and patent applications, (b) all income, damages and payments now and in the future due or payable under or with respect to those patents and patent applications, including, without limitation, damages and payments for past or future infringements, (c) the right to sue for past, present and future infringements, and (d) all rights corresponding to those rights throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 4(i), are sometimes referred to individually as a "Patent" and, collectively, as the "Patents");
- (ii) trademarks, trademark registrations, trademark applications, trade names and trade styles, service marks, service mark registrations and service mark applications including, without limitation, the trademarks, trade names, service marks and applications and registrations listed on Exhibit A attached to and made a part of this Agreement, and (a) renewals or extensions of those marks, registrations, applications, names and styles, (b) all income, damages and payments now and in the future due or payable with respect to marks, registrations, applications, names and styles, including, without limitation, damages and payments for past or future infringements, (c) the right to sue for past, present and future infringements, and (d) all rights corresponding to those rights throughout the world (all of the foregoing trademarks, trade names and trade styles, service marks and applications and registrations, together with the items described in clauses (a)-(d) of this subsection 4(ii), are sometimes referred to individually as a "Trademark" and, collectively, as the "Trademarks"); and
- (iii) the goodwill of Borrower's business connected with and symbolized by the Trademarks.
- (iv) copyrights and copyright registrations and applications, including but not limited to those copyrights listed on Exhibit A attached hereto and made a part of this Agreement, and (a) renewals, extensions and continuous of those copyrights, registrations and applications, (b) all income, damages and payments now and in the future due or payable under or with respect to those copyrights, registrations and applications, including without limitation, damages and payments for past, present and future infringements, (c) the right to sue for past, present and future infringements, and (d) all rights corresponding to those rights throughout the world (all of the foregoing copyrights and applications, together with the items described in clauses (a)-(d) of this subsection 4(iii), are sometimes hereafter referred to individually as a "Copyright" and, collectively, as the "Copyrights"); and

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- (v) all personal property, whether presently existing or hereafter created or acquired, including, without limitation, all accounts, chattel paper, documents, instruments, money, deposit accounts, general intangibles, returns, repossessions, books and records relating thereto, and equipment containing such books and records; all goods, including, without limitation, equipment and inventory (the "Tangible Property," together with those items described in this subsection 4(i)-4(iv) the "Collateral").
- 5. <u>Warranties and Representations</u>. Borrower warrants and represents to Lender that:
- (i) The Patents, Trademarks and Copyrights have not been adjudged invalid or unenforceable and have not been cancelled, in whole or in part,
 - (ii) Each of the Patents, Trademarks and Copyrights is valid and enforceable;
- (iii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Collateral, free and clear of any liens, charges and encumbrances other than license agreements and similar arrangements entered into in the ordinary course of business;
 - (iv) Borrower has adopted, used and is currently using all of the Trademarks;
- (v) Borrower has no notice of any suits or actions commenced or threatened with reference to the Collateral;
- (vi) Borrower has the right to execute and deliver this Agreement and perform its terms and has entered into or will enter into written agreements with each of its present and future employees, agents and consultants that will enable it to comply with the covenants contained in this Agreement; and
- (vii) Borrower is the sole and exclusive owner of the Tangible Property free and clear of any liens, charges and encumbrances.
- 6. Perfection of Security Interests. At any time, upon demand of the Agent, Borrower will execute, file, and record any notice, financing statement, or other instrument, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, necessary to create, continue, or perfect the security interest granted by this Security Agreement or to enable the Agent to exercise or enforce the rights of the Lenders under this Security Agreement.
- 7. Restrictions on Future Agreements. Borrower agrees that until Borrower's Obligations have been satisfied in full and the Loan Agreement has been terminated, Borrower will not sell or assign its interest in, or, other than in the ordinary course of business, grant any license under, the Collateral, or enter into any other agreement with respect to the Collateral that is inconsistent with Borrower's obligations under this Agreement, without the prior written consent of Agent, and Borrower further agrees that it will not take any action, or permit any

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action to be taken by others subject to its control, including licensees, or fail to take any action (solely with respect to the Patents and the Trade Names), which would affect the validity or enforcement of the rights transferred to Agent under this Agreement.

- New Patents, Trademarks, Copyrights and Licenses. Borrower represents and warrants that, to the best of Borrower's knowledge, the Patents, Trademarks, Copyrights and Licenses listed on Exhibit A constitute all of the Patents, Trademarks, Copyrights and Licenses now owned by Borrower. Borrower agrees update Exhibit A upon the closing of Borrower's contemplated acquisition of Cosant, Inc. If, before Borrower's Obligations have been satisfied in full or before the Loan Agreement has been terminated, Borrower (i) becomes aware of any existing Patents, Trademarks, Copyrights and Licenses of which Borrower has not previously informed Lender, (ii) obtains rights to any new patentable inventions, Patents, Trademarks, Copyrights and Licenses, or (iii) becomes entitled to the benefit of any Patents, Trademarks, Copyrights and Licenses or any improvement on any Patent, the provisions of this Agreement above will automatically apply to those Patents, Trademarks, Copyrights and Licenses, and Borrower will give Lender prompt written notice of that fact. Borrower hereby authorizes Lender to modify this Agreement by amending Exhibit A as applicable, to include any such Patents, Trademarks, Copyrights and Licenses.
- 9. <u>Term.</u> The term of the security interest granted in this Agreement will extend until the earlier of the time (a) Borrower's Obligations have been paid in full and the Loan Agreement has been terminated or (b) the date the Notes are converted into Borrower's Preferred Stock in the Triggering Financing (as defined in the Notes).
- 10. Lenders' Right to Inspect. Lenders will have the right, at any time and from time to time during normal business hours and prior to payment in full of Borrower's Obligations and termination of the Loan Agreement, to inspect Borrower's premises and to examine Borrower's books, records and operations, including, without limitation, Borrower's quality control processes. Borrower agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date of this Agreement and (ii) to provide Lenders, upon Lenders' request from time to time, with a certificate of an officer of Borrower certifying Borrower's compliance with the foregoing. Upon the occurrence of an Event of Default, Borrower agrees that Lenders, or a conservator appointed by Lenders, will have the right to establish such additional product quality controls as Lenders, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.
- 11. Release of Security Interest. This Agreement is made for collateral purposes only. Upon payment in full of Borrower's Obligations (including by conversion of the Notes in connection with a Triggering Financing) and termination of the Loan Agreement, Lender will execute and deliver to Borrower all deeds, assignments and other instruments, and will take such other actions, as may be necessary or proper to re-vest in Borrower full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition which may have been made by Lender pursuant to this Agreement or to the Loan Agreement.

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- Expenses. All expenses incurred in connection with the performance of any of the agreements set forth in this Agreement will be borne by Borrower. Subject to the limitation contained in Section 12(b) of the Loan Agreement, all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Lender in connection with 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 otherwise in protecting, maintaining or preserving the Patents, Trademarks, Copyrights and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks, Copyrights and Licenses, will be borne by and paid by Borrower on demand by Lender and until so paid will be added to the principal amount of Borrower's Obligations and will bear interest at the rate for Revolving Loans (as defined in the Loan Agreement).
- Duties of Borrower. Borrower will have the duty (i) to prosecute diligently any patent, trademark, service mark or copyright application pending as of or after the date of this Agreement until Borrower's Obligations have been paid in full, (ii) to make application on unpatented but patentable inventions, on trademarks and service marks and on copyrights, as appropriate, and to the extent commercially reasonable, (iii) to preserve and maintain all rights in the Patents, Trademarks, Copyrights and Licenses, and (iv) to ensure that the Patents, Trademarks, Copyrights and Licenses are and remain enforceable. Any expenses incurred in connection with Borrower's obligations under this Section 14 will be borne by Borrower. Borrower will not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark, Copyright and Licenses without the consent of Lender.
- 14. Lenders' Right to Sue. After the occurrence of an Event of Default, Agent will have the right, but will in no way be obligated, to bring suit on behalf of the Lenders, to enforce the Patents, Trademarks, Copyrights and Licenses and, if Agent will commence any such suit, Borrower will, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Borrower will promptly, upon demand, reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this Section 15.
- Maivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege under this Agreement or under the Loan Documents will operate as a waiver of; any power or privilege under this Agreement or under the Loan Documents nor will any single or partial exercise of any right, power or privilege under this Agreement or under the Loan Documents preclude any other or further exercise of that or any other right, power or privilege.
- 16. Severability. The provisions of this Agreement are severable, and if any clause or provision is held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability will affect only such clause or provision, or part of such clause or provision, in such jurisdiction, and will not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

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- 17. <u>Modification</u>. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in writing and signed by the Company and the Majority Lenders.
- 18. Cumulative Remedies; Power of Attorney; Effect on Financing Agreement. All of Lender's rights and remedies with respect to the Collateral whether established hereby, by the Loan Documents, by any other agreements or by law will be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default, Borrower hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Lenders may select, in their sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Patents, Trademarks and Copyrights, or (ii) take any other actions with respect to the Collateral as Agent deems to be in the best interest of Lenders, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks and Copyrights to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone. Borrower hereby ratifies all that such attorney will lawfully do or cause to be done by virtue of the powers granted in this Section. This power of attorney will be irrevocable until Borrower's Obligations have been paid in full and the Loan Agreement, including any of its amendments, has been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lenders under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Lenders will have, in addition to all other rights and remedies given it by the terms of this Agreement and the Loan Documents, 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 Collateral may be located.
- 19. <u>Binding Effect; Benefits</u>. This Agreement will be binding upon Borrower and its successors and assigns, and will inure to the benefit of Lender, its successors, nominees and assigns.
- 20. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Washington.
- 21. <u>Headings</u>. Paragraph headings used in this Agreement are for convenience only and will not modify the provisions that they precede.
- 22. <u>Further Assurances</u>. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender reasonably requests from time to time in order to carry out the purpose of this Agreement and agreements set forth in this Agreement.
- 23. <u>Survival of Representations</u>. All representations and warranties of Borrower contained in this Agreement will survive the execution and delivery of this Agreement and will be remade on the date of each borrowing under the Loan Agreement.

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BORROWER:	MFORMA CORPORATION
	By: (Dorse LishHood) Title: CED
LENDERS:	
	EFund LLC
	Ву:
	Title:
	0
AGENT:	DAVID ARNOLD
	Ву:
	Title:

SIGNATURE PAGE TO MFORMA SECURITY AGREEMENT

BORROWER:	MFORMA CORPORATION
	By:
LENDERS:	
	EFund LLC
	By: eFrence Rec en David armos Title: Managing Director
	Title: Managing Director
	≱
AGENT:	DAVID ARNOLD
	By: Oavio and
	Title: Agent for Lander

SIGNATURE PAGE TO MFORMA SECURITY AGREEMENT

EXHIBIT A

Patents, Trademarks and Copyrights

Exhibit A

Patents, Trademarks and Copyrights

As agreed by the parties, this schedule consists of the disclosure schedules for the Company's acquisitions of NearMe, Indiqu and HandsOn. The acquisition of Cosant is currently pending. If the Company becomes aware of other information required to be disclosed, it will update this schedule in accordance with the Security Agreement.

Non-Profiled Document



Schedule 2.1(c)

Intellectual Property, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions, including, without limitation, the Intellectual Property:

Trademarks:

'NearMe' is a registered trademark. US Patent and Trademark Office serial number 75/796634. Registration date: Feb 27, 2001 (Registration Number 2431048).

We have applied for the service mark 'Scream'. It is a marketing acronym for Spatial Customer Relationship Management. US Trademark Protection Agency Serial Number 76/070742. Status: pending.

Domain Names:

NearMe owns the following domain names:

NearMe.com NearMe.org NearMe.net Near-Mc.com Immedio.com

We also own 'related' domain names, which may be used at a future time:

HousesNearMe.com ApartmentsNearMe.com BoatsNearMe.com PetsNearMe.com FurnitureNearMe.com AntiquesNearMe.com CollectiblesNearMe.com ComputersNearMe.com ClassifiedsNearMe.com GarageSalesNearMe.com ConcertsNearMe.com EventsNearMe.com SportsNearMe.com EntertainmentNearMe.com MoviesNearMe.com YellowPagesNearMe.com

DiningNearMe.com BabysittersNearMe.com HotelsNearMe.com DoctorsNearMe.com

RestaurantsNearMe.com

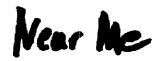
YPNearMe.com

LawyersNearMe.com ContractorsNearMe.com

ShoppingNearMe.com ATMsNearMe.com AutoShopsNearMe.com FloristsNearMe.com PizzaNearMe.com BarsNearMe.com ChurchesNearMe.com RomanceNearMe.com DateNearMe.com JobsNearMe.com AuctionsNearMe.com HelpWantedNearMe.com NearMeNow.com Intellocate.com

Intelocate.com

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Copyrights:

Filed copyright for Circular Maps and Graphic, Control No. 607196935 in July 2000.

Source Code:

NearMe has and continues to develop location services that leverage localized content.

NearMe has:

- Developed a localized content database, currently residing in Oracle, that contains business and events, located at specific locations across the United States
- Developed services on top of this localized content including:
 - Business Matcher find a business listing given a name and location
 - Geocoder obtain a location given a place name, street address, landmark, etc
 - Reverse Geocoding describe a location by referring to where it lies
 on a street network, as well as referencing it's location compared to
 other businesses or landmarks. The core street-level address matching
 program is MapInfos.
 - Driving Directions indicate how to get from point a to point b. The turns are enhanced by indicating visible businesses that are near the place where the user needs to turn. The core driving directions engine is MapInfos.
- Developed various User Interfaces methods of interacting for these services, including:
 - Web-based access (see www.nearme.com)
 - Wireless phone (WAP)-based access (see nearme.com from a phone).

The code for these various capabilities is in Java, C++, and PL/SQL, all maintained in a version control system (SourceSafe).

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RECORDED: 10/23/2001

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