

11-29-2001



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

RE

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

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

108e/11

11-29-01

1. Name of conveying party(ies): BioSpace.com, Inc. 245 11th Street San Francisco, CA 94103

2. Name and address of receiving party(ies) Name: AMA98 Partners, L.P. Internal Address: 480 Cowper St., 2nd Floor City: Palo Alto State: CA Zip: 94301

3. Nature of conveyance: [X] Other Intellectual Property Security Agmt Execution Date: November 28, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/199,798

B. Trademark No.(s) 2,089,577 2,143,995

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Diana R. Sanchez Cooley Godward LLP 5 Palo Alto Square Street Address: 3000 El Camino Real City: Palo Alto State: CA Zip: 94306

6. Total number of applications and trademarks involved: 3 7. Total fee (37 CFR 3.41) \$ 90.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 30-3115

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. Diana R. Sanchez Signature Date: November 28 2001

Total number of pages including cover sheet, attachments, and documents: 12

11/29/2001 DBYRME 00000153 76199798

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

TRADEMARK REEL: 002400 FRAME: 0447

Names and addresses of additional receiving parties

ORGANIZATION'S NAME				
Sanderling IV Biomedical Co-Investment Fund, L.P.				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2730 Sand Hill Road, Suite 200	Menlo Park	CA	94025-7067	USA

ORGANIZATION'S NAME				
Sanderling Venture Partners IV Co-Investment Fund, L.P.				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2730 Sand Hill Road, Suite 200	Menlo Park	CA	94025-7067	USA

ORGANIZATION'S NAME				
Sanderling Venture Partners IV, L.P.				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2730 Sand Hill Road, Suite 200	Menlo Park	CA	94025-7067	USA

ORGANIZATION'S NAME				
Sanderling IV Limited, L.P.				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2730 Sand Hill Road, Suite 200	Menlo Park	CA	94025-7067	USA

ORGANIZATION'S NAME				
Sanderling IV Biomedical, L.P.				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2730 Sand Hill Road, Suite 200	Menlo Park	CA	94025-7067	USA

ORGANIZATION'S NAME				
Sanderling (Feri Trust) Venture Partners IV, L.P.				
5c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2730 Sand Hill Road, Suite 200	Menlo Park	CA	94025-7067	USA

ORGANIZATION'S NAME				
AMA98 Corporate, L.P.				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
480 Cowper St., 2nd Floor	Palo Alto	CA	94301	USA

ORGANIZATION'S NAME				
AMA98 Investors, L.P.				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
480 Cowper St., 2nd Floor	Palo Alto	CA	94301	USA

ORGANIZATION'S NAME				
AMA98 Ventures, L.P.				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
480 Cowper St., 2nd Floor	Palo Alto	CA	94301	USA

Names and addresses of additional receiving parties

ORGANIZATION'S NAME				
Brentwood Affiliates Fund III, L.P.				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3000 Sand Hill Rd., Bldg. 2, Suite 290	Menlo Park	CA	94025	USA

ORGANIZATION'S NAME				
Brentwood Associates IX, L.P.				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3000 Sand Hill Rd., Bldg. 2, Ste. 290	Menlo Park	CA	94025	USA

ORGANIZATION'S NAME				
Sofinnova Venture Partners IV, L.P.				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
140 Geary Street, Tenth Floor	San Francisco	CA	94108	USA

ORGANIZATION'S NAME				
Sofinnova Venture Affiliates IV, L.P.				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
140 Geary Street, Tenth Floor	San Francisco	CA	94108	USA

ORGANIZATION'S NAME				
Lombard North American Partners, L.P.				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
600 Montgomery Street, 36th Floor	San Francisco	CA	94111	USA

ORGANIZATION'S NAME				
Sequoia/BioSpace LLC				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
12 Lochhaven Court	San Rafael	CA	94901	USA

INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
Taylor	Paulette			
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2730 Sand Hill Road, Suite 200	Menlo Park	CA	94025-7067	USA

ORGANIZATION'S NAME				
GC&H Investments				
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
5 Palo Alto Square 3000 El Camino Real	Palo Alto	CA	94306	USA

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 28, 2001 by and among BIOSPACE.COM, INC., a California corporation ("GRANTOR"), the secured parties listed on Schedule 1 attached hereto (the "SECURED PARTIES") and AMA98 PARTNERS, L.P., as Collateral Agent on behalf of the Secured Parties.

RECITALS

A. The Secured Parties have made and may in the future make certain advances of money to Grantor (the "*Loans*") in the amounts and manner set forth in those certain Secured Subordinated Convertible Promissory Notes executed by Grantor in favor of each Secured Party (collectively, as the same may be amended, modified or supplemented from time to time, the "*Notes*") and that certain Note and Warrant Purchase Agreement, of even date hereof, by and among Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Purchase Agreement*"). The Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Secured Parties a first priority security interest (subject only to any Liens granted by Grantor in favor of Silicon Valley Bank) in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and among Grantor, Collateral Agent and Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Grantor has granted to the Secured Parties a first priority security interest (subject only to any Liens granted by Grantor in favor of Silicon Valley Bank) in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

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 Notes, Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Notes, Grantor grants and pledges to Collateral Agent, on behalf of the Secured Parties, a first priority security interest (subject only to any Liens granted by Grantor in favor of Silicon Valley Bank) in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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 the Collateral Agent on behalf of the Secured Parties under the Security Agreement. The rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to the Collateral Agent or the Secured Parties as a matter of law or equity. Each right, power and remedy of the Collateral Agent or the Secured Parties provided for herein or in the Security Agreement, 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 the Collateral Agent or the Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Collateral Agent or the Secured Parties, 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.

[Signature pages follow.]

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:

BIOSPACE.COM, INC.

By: Scott C Clarke

Print Name: Scott C Clarke

Title: President and CEO

COLLATERAL AGENT:

AMA98 PARTNERS, L.P.

By: _____

Print Name: _____

Title: _____

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:

BIOSPACE.COM, INC.

By: _____

Print Name: _____

Title: _____

COLLATERAL AGENT:

AMA98 PARTNERS, L.P.

By: Carol C. Taylor

Print Name: CAROL C. TAYLOR

Title: Managing Member of Alloy Ventures 1998, LLC the general partner of AMAB8 Partners, L.P., AMAB8 Ventures, L.P. AMA98 Corporate, L.P., AMAB8 Investors, L.P.

SCHEDULE 1

SECURED PARTIES

Sanderling IV Biomedical Co-Investment Fund, L.P.
Sanderling Venture Partners IV Co-Investment Fund, L.P.
Sanderling Venture Partners IV, L.P.
Sanderling IV Limited, L.P.
Sanderling IV Biomedical, L.P.
Sanderling (Feri Trust) Venture Partners IV, L.P.
Brentwood Associates IX, L.P.
Brentwood Affiliates Fund III, L.P.
AMA98 Ventures, L.P.
AMA98 Investors, L.P.
AMA98 Corporate, L.P.
AMA98 Partners, L.P.
Sofinnova Venture Partners IV, L.P.
Sofinnova Venture Affiliates IV, L.P.
Lombard North American Partners, L.P.
Sequoia/Biospace LLC
Paulette Taylor
GC&H Investments

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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None.

EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Electronic Contextual Commerce System / Preliminary Class	09/631,439	8/2/00

EXHIBIT C

TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Biospace Links (Computer hardware and computer search engine software in the field of sciences)	76/199,798	1/24/01
Biospace Goods and Services (Computer services, namely providing on a global computer communications network a database which features news, information and discussion forums in the field of biotech. First use: 3/15/95)	2,089,577	8/19/97
Intramall Service Mark (Goods and Services - Electronic retailing services via computer featuring medical supplies, scientific supplies and business office supplies; note - under Applied Research & Technology Inc.)	2,143,995	3/17/98

TRADEMARKS

Mark Title	Application Number	Registration Number	Filing Date	Owner of Record	Assignment History
Biospace Links	76/199,798		1/24/01		
Biospace Goods and Services		2,089,577	8/19/97		
Intramall Service Mark		2,143,995	3/17/98		

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