

07-19-2000



FORM PTO-1595  
1-31-92

101408068

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): IMOVE, INC. <i>MOVED 6.22.00</i> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: IMPERIAL BANK Address: 5330 CARILLON POINT City: KIRKLAND State: WA Zip: 98033 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: May 25, 2000			
4. Application number(s) or patent number(s): If this Document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) B. Patent No.(s) 5,694,531 6,031,540 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Erin O'Brien Internal Address: GRAY CARY WARE & FREIDENRICH 400 Hamilton Avenue Palo Alto, CA 94301		6. Total number of applications and patents involved: 2 7. Total fee (37 CFR 3.41) . . . . . \$ 80.00 <input checked="" type="checkbox"/> Enclosed 8. Deposit account number: _____ Please debit any underpayment or credit any overpayment to the above 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.

Erin O'Brien *Erin O'Brien* June 22, 2000  
 Name of Person Signing Signature Date  
 Total number of pages comprising cover sheet: [ 8 ]

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office  
 Office of Public Records  
 Crystal Gateway 4, Room 335  
 Washington, DC 20231

07/18/2000 NTHAI1 00000190 5694531

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 1090371-939600

PATENT  
 REEL: 010909 FRAME: 0642

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 25, 2000 by and between IMPERIAL BANK ("Bank") and IMOVE, INC. an Oregon 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 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 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.

## Address of Grantor:

33 NW First Avenue  
Portland, OR 97209

Attn: Jim Stewart

## Address of Bank:

5330 Carillon Point  
Kirkland, WA 98033

Attn: Robert Van Nortwick

## GRANTOR:

IMOVE, INC.

By: Title: CFO

## BANK:

IMPERIAL BANK

By: Title: VP

EXHIBIT A

Copyrights

Description

Registration  
Number

Registration  
Date

None

EXHIBIT B

## Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method and apparatus for simulating movement in multidimensional space with polygonal projections from subhemispherical imagery	6,031,540	02/29/00

See Exhibit B-1

<b>iMove Patent Status</b> <b>5/26/00</b>	
<b>Patent</b>	<b>Status</b>
Method and Apparatus for Simulating Movement in Multidimensional Space with Polygonal Projections	Issued 12/2/97, number 5,694,531.
Method and Apparatus for Simulating Movement in Multidimensional Space with Polygonal Projections from Subhemispherical Imagery	Issued 2/29/00, number 6,031,540.
Panoramic Movies which Simulate Movement through Multidimensional Space	Filed 5/12/99.
A System for Digitally Capturing and Recording Panoramic Movies	Filed 6/23/99.
Interactive Image Seamer for Panoramic Images	Filed as Provisional 7/6/99, will be filed as full patent prior to 7/6/00.

EXHIBIT C

## Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Look Anywhere. Go Anywhere.	75/789,034	08/31/99
Imove and design	75/787,135	08/27/99
Imove	75/786,919	08/27/99

See Exhibit C-1

iMOVE, INC.  
56820-0007

## STATUS OF TRADEMARKS AS OF 5/24/00

MARK	DESCRIPTION	DATE FILED	SER/REG NO.	STATUS	ACTION DATE
HOMEROOM (0050)	ITU Serv. Mark, Cl 42	10/3/95	75/001207	Company made decision to abandon application; Express Abandonment filed 12/10/97	ABANDONED
SMOOTH MOVE® (0018)	ITU TM App. Cl 9	5/7/96	75/100947 2,152,935	Registered April 21, 1998; company name change filed w/ assignment branch 3/21/00	Sect 8/15 due bet 4/21/2003 & 4/21/2004; renewal deadline 4/21/2008
REAL WORLD NAVIGATION (0066)	ITU TM App. Cl 9	1/31/97	75/234149 2,196,504	Registered October 13, 1998; company name change filed w/ assignment branch 3/21/00	Sect 8/15 due bet 10/13/2003 & 10/13/2004; renewal deadline 10/13/2008
INFINITE PICTURES (0095)	Act Use App. Cl 9	5/30/97	75/300702 2,222,285	Registered 2/9/99; company name change filed w/ assignment branch 3/21/00	Sect 8/15 due bet 2/9/2004 & 2/9/2005; renewal deadline 2/9/2009
IPI (0096)				Company made decision to not file application	No action
iMOVE (0270)	ITU TM App. Cl 9	8/27/99	75/786919	Response to Office Action filed 2/23/00	No action
iMOVE and Design (0275)	ITU TM App. Cl 9	8/27/99	75/787135	Response to Office Action filed 2/23/00	No action
LOOK ANYWHERE. GO ANYWHERE. (0280)	ITU TM App. Cl 9	8/31/99	75/789034	Notice of Publication rec'd dated 3/3/2000	Mark will be published for Opposition on 4/4/2000
MULTIVIEW (0390)	ITU TM App Cl 9, 42			Draft application has been prepared, working on goods and services description with client.	
MULTIVIEWER (0391)	ITU TM App Cl 9, 42			Draft application has been prepared, working on goods and services description with client.	



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Palo Alto, CA 94301-1825  
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June 22, 2000

OUR FILE NO. 1090371-939600

VIA EXPRESS MAIL

U.S. Patent and Trademark Office  
Office of Public Records  
Crystal Gateway 4, Room 335  
Washington, D.C. 20231

**Re: Grantor: iMove, Inc.**  
**Secured Party: Imperial Bank**

Dear Sir or Ms.:


Enclosed please find the following documents:

1. Recordation Form Cover Sheet for Patents only;
2. Intellectual Property Security Agreement between iMove, Inc. and Imperial Bank; and
3. A self-addressed postage paid postcard for your use to indicate receipt of the enclosed documents.

Also included is a check to cover the necessary recordation fees. After the security interest has been recorded, please return the original Notice of Recordation to me at the above-listed address.

Sincerely,

**Gray Cary Ware & Freidenrich LLP**



Erin O'Brien, Paralegal  
[eobrien@graycary.com](mailto:eobrien@graycary.com)

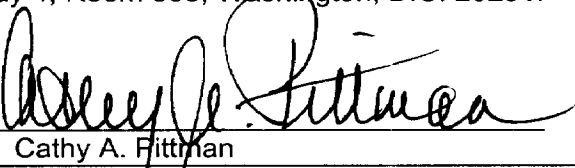
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Enclosures

cc: Ms. Mindy Schreck (w/o enclosures)  
Mr. Tien Lim (w/enclosures)

**CERTIFICATE OF FIRST CLASS MAILING**

I hereby certify that this correspondence is being  
deposited with the United States Postal Service via  
Express Mail on: June 22, 2000  
addressed to: Commissioner of Patents and  
Trademarks, Office of Public Records, Crystal  
Gateway 4, Room 335, Washington, D.C. 20231.

By:

  
Cathy A. Pittman

Gray Cary\PA\10045170.1  
1090371-939600