

05-10-2002

Form PTO-1595

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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.

1. Name of conveying party(ies):

WebPutty, Inc.

4-23-02

2. Name and address of receiving party(ies)

Name: Bain Capital Venture Fund, L.P.

Internal Address: _____

Street Address: 111 Huntington Ave.

City: Boston State: MA Zip: 02199

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Other _____

Execution Date: _____

Additional name(s) & address(es) attached? ☒ Yes ☐ No

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) 09/053,876

B. Patent No.(s) 6,018,742

Additional numbers attached? ☐ Yes ☒ No

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

Name: Scott Warner

Internal Address: _____

Street Address: 1191 Second Avenue, 18th Floor

City: Seattle State: WA Zip: 98101

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Julene Delo

Name of Person Signing

Signature

4/23/02

Date

Total number of pages including cover sheet, attachments, and documents: 11

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

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

OFFICE OF PUBLIC RECORDS

2002 APR 23 PM 1:15

FINANCE SECTION

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Additional Secured Parties:

S.A.C. Capital Associates, LLC
c/o S.A.C. Capital Advisors, LLC
777 Long Ridge Road
Stamford, CT 06902

BCIP Associates II
c/o Bain Capital Investors, LLC
111 Huntington Ave.
Boston, MA 02199

BCIP Associates II-B
c/o Bain Capital Investors, LLC
111 Huntington Ave.
Boston, MA 02199

BCIP Trust Associates II
c/o Bain Capital Investors, LLC
111 Huntington Ave.
Boston, MA 02199

BCIP Trust Associates II-B
c/o Bain Capital Investors, LLC
111 Huntington Ave.
Boston, MA 02199

RGIP, LLC
One International Place
Boston, MA 02110

SECURITY AGREEMENT

This Security Agreement, dated as of April 23, 2002, is being entered into by WebPutty, Inc., a Delaware corporation (the "Company") for the benefit of Bain Capital Venture Fund, L.P., a Delaware limited partnership, BCIP Associates II, a Delaware general partnership, BCIP Associates II-B, a Delaware general partnership, BCIP Trust Associates II, a Delaware general partnership, BCIP Trust Associates II-B, a Delaware general partnership, RGIP, LLC, a Delaware limited liability company and S.A.C. Capital Associates, LLC, an Anguillan limited liability company (each a "Lender" and collectively, the "Lenders"). The parties hereby agree as follows:

1. Security.

1.1. Grant of Collateral. As security for the payment and performance of (i) the obligations to pay principal of, interest on and all other obligations (including without limitation attorneys fees and other costs and expenses) under those certain Demand Promissory Notes (the "Demand Notes"), dated as of the date hereof and issued by the Company to each of the Lenders, as such Demand Notes may be amended, extended, supplemented or otherwise modified from time to time and (ii) all obligations of the Company under this Agreement (all of the foregoing in the preceding clauses (i) and (ii), collectively, the "Secured Obligations"), the Company hereby grants a security interest in favor of the Lenders and the other holders from time to time of the Secured Obligations in all of the Company's right, title and interest in and to (but none of its obligations or liabilities with respect to) the items and types of property described below in this Section 2.1, whether now owned or hereafter acquired and whether mentioned once or more than once in the following description:

Accounts, contract rights, leases, documents, instruments, inventory, equipment, all other goods, intellectual property rights (including, but not limited to: patents, copyrights, trademarks, tradenames, and domain names), goodwill, all other general intangibles, stock or other evidences of ownership, all other investment property, chattel paper, instruments, leases, cash, cash equivalents, deposit accounts, letter-of-credit rights, books, records, insurance proceeds, dividends, all other property, assets and items of value, all supporting obligations, and all proceeds and products of any and all of the foregoing (all of the above being included in the term "Collateral"). As used in this Agreement, the following terms shall have the respective meanings given such terms in the Uniform Commercial Code as adopted in the Commonwealth of Massachusetts as of the date hereof: accounts, documents, instruments, inventory, equipment, goods, general intangibles, investment property, chattel paper, instruments, deposit accounts, letter-of-credit rights, supporting obligations and proceeds.

Notwithstanding the foregoing, no security interest shall be granted in any item of Collateral to the extent that the terms of any agreement or the provisions of any law applicable thereto would prohibit the grant of such security interest or to the

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extent that the grant of such security interest would create a default under any such agreement or a violation of any such law (other than to the extent that any such term or provision would be rendered ineffective pursuant to Section 9-406, Section 9-407 or 9-408 of the Uniform Commercial Code).

1.2. Perfection of Collateral. Upon the Lenders' request, the Company will deliver to the Lenders certificates and instruments representing any pledged stock, debt or other securities, accompanied by transfer powers executed in blank, all in form and manner reasonably satisfactory to the Lenders. Upon the Lenders' reasonable request from time to time, the Company will execute and deliver, and file and record in the proper filing and recording places, all such instruments, and take all such other action as the Lenders deem reasonably necessary for perfecting or otherwise confirming to the Lenders their security interest in the Collateral. The Company hereby authorizes the Lenders to file or record Uniform Commercial Code financing statements in all jurisdictions and with all filing offices as the Lenders may deem necessary or advisable to perfect the security interests guaranteed to the Lenders hereunder. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of the Collateral that describes the Collateral as "all assets" or "all personal property". The Company shall at all times maintain comprehensive casualty insurance on the physical Collateral against such risks, in such amounts, with such deductibles, and with such insurance companies as is typical in the industry in which the Company is engaged. All such policies shall name the Lenders as loss payees as their interests may appear and provide that no such policy may be cancelled or materially amended without providing at least 10 days prior written notice to the Lenders of the impending cancellation or amendment. All insurance proceeds shall be applied by the Borrower, if no Event of Default then exists, to either the repair or replacement of the damaged or destroyed Collateral (if such repair or replacement is practicable) or the payment of the Secured Obligations, provided, that, if an Event of Default exists, the Lenders shall have the right to direct whether the insurance proceeds are applied to such repair or replacement or to such payment.

1.3. No Liens or Dispositions. All Collateral shall be free and clear of any liens and restrictions on the transfer thereof, including contractual provisions which prohibit the assignment of rights under contracts, except for nonconsensual liens imposed by law, or as otherwise approved by the Lenders in writing. Except with the Lenders' consent, the Company will not sell, lease or otherwise dispose of any of the Collateral except in the ordinary course of business, consistent with past practice and on arm's length terms. The Company shall maintain the physical Collateral in good condition and repair, ordinary wear and tear excepted.

2. Right to Realize upon Collateral. Except to the extent prohibited by applicable law that cannot be waived, this Section 2 shall govern the Lenders' rights to realize upon the Collateral upon the occurrence and any time during the continuance of an Event of Default. As used herein, "Event of Default" shall mean the failure by the Company to pay any Secured Obligation when the same is due and payable whether upon demand, at maturity, by acceleration or otherwise. The provisions of this Section 2 are in addition to any rights and remedies available at law or in equity and, without limiting the generality of the foregoing, upon the occurrence of an Event of Default the Lenders shall have all

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the rights and remedies provided for under the Massachusetts Uniform Commercial Code.

2.1. Assembly of Collateral; Receiver. The Company shall, upon the Lenders' request, assemble the Collateral and otherwise make it available to the Lenders at a place reasonably convenient to the Company and the Lenders. The Lenders may have a receiver appointed for all or any portion of the Company's assets or business which constitutes the Collateral in order to manage, protect, preserve, sell and otherwise dispose of all or any portion of the Collateral.

2.2. Waiver. To the extent it may lawfully do so, the Company waives and relinquishes the benefit and advantage of, and covenants not to assert against the Lenders, any valuation, stay, appraisal, extension, redemption or similar laws now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Agreement, or otherwise.

2.3. Foreclosure Sale. All or any part of the Collateral may be sold in any commercially reasonable manner for cash or other value in any number of lots at public or private sale, without demand, advertisement or notice; provided, however, that unless the Collateral to be sold threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Lenders shall give the Company 10 days' prior written notice of the time and place of any public sale, or the time after which a private sale may be made, which notice the Company and the Lenders agree to be reasonable. At any sale or sales of Collateral, the Lenders or any of their assigns may bid for and purchase all or any part of the property and rights so sold and may use all or any portion of the Secured Obligations owed to the Lenders as payment for the property or rights so purchased, all without further accountability to the Company, except for the proceeds of such sale or sales pursuant to Section 2.4.

2.4. Application of Proceeds. Regardless of the relative time of perfection or attachment of the security interest of any Lender in the Collateral, the proceeds of all sales and collections in respect of any Collateral, all funds collected from the Company and any cash contained in the Collateral shall be applied as follows:

(a) First, to the payment of the costs and expenses of such sales and collections, the reasonable expenses of the Lenders and the reasonable fees and expenses of their counsel;

(b) Second, any surplus then remaining to the payment of the Secured Obligations in such order and manner as the Lenders may in their reasonable discretion determine (such application to be pro rata based on the then-outstanding principal of the Demand Note held by each Lender); and

(c) Third, any surplus then remaining shall be paid to the Company, subject, however, to the rights of the holder of any then existing lien.

2.5. Action by Lenders. Any request, consent or other action required of the Lenders, or their successors or assigns, in connection with this Agreement may be made

or taken pursuant to a vote or written consent of the holders of a majority of the then outstanding principal amount of the Demand Notes. All of the Lenders may appoint an agent to act on behalf of all of the Lenders, and any action taken by such agent shall be binding on all of the Lenders.

3. Custody of Collateral. Except as provided by applicable law that cannot be waived, the Lenders will have no duty as to the custody and protection of the Collateral, the collection of any part thereof or of any income thereon or the preservation or exercise of any rights pertaining thereto, including rights against prior parties, except for the use of reasonable care in the custody and physical preservation of any Collateral in its possession. The Lenders may disclaim any and all warranties in disposing of any Collateral. The Company hereby grants, from and after an Event of Default, to the Lenders an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Company) to use, license, or sublicense any of the Company's patents, trademarks, tradenames, domain names, copyrights or other intellectual property in connection with any exercise of any of the Lenders' rights or remedies.

4. General. The Company hereby acknowledges that the Lenders are relying on this Agreement in making the loans evidenced by the Demand Notes. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns but no assignment shall release the Company of its obligations hereunder. Notices shall be furnished in writing to each party at its address appearing below or as it may otherwise direct in a writing actually received by the other party. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof, and any invalid or unenforceable provision shall be modified so as to be enforceable to the maximum extent of its validity or enforceability. The headings in this Agreement are for convenience of reference only and shall not limit, alter or otherwise affect the meaning hereof. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and current understandings and agreements, whether written or oral. This Agreement shall be governed by and construed in accordance with the laws (other than the conflict of laws rules) of the Commonwealth of Massachusetts, except as may be required by the Uniform Commercial Code of other jurisdictions with respect to matters involving the perfection of the Lenders' lien on the Collateral.

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Each of the undersigned has caused this Agreement to be executed and delivered by its duly authorized officer as an agreement under seal as of the date first written above.

WEBPUTTY, INC

By: 

Name:

DAVID K. Chamberlain

Title:

President & CEO

Address: 2 W. Santa Clara Street, 2nd Floor
San Jose, CA 95113-1807

Acknowledged and Agreed to:

BAIN CAPITAL VENTURE FUND, L.P.

By: Bain Capital Venture Partners, L.P.,
its general partner

By: Bain Capital Investors, LLC,
its general partner

By: _____
Michael A. Krupka
Managing Director

Address: c/o Bain Capital Investors, LLC,
111 Huntington Avenue
Boston, MA 02199

S.A.C. CAPITAL ASSOCIATES LLC

By: S.A.C. Capital Advisors, LLC,
its authorized signatory

By: _____
Name: Francis A. Casale
Title: Managing Director

Address: c/o S.A.C. Capital Advisors, LLC
777 Long Ridge Road
Stamford, CT 06902

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WEBPUTTY, INC.


By: _____
Name: _____
Title: _____

Address: 2 W. Santa Clara Street, 2nd Floor
San Jose, CA 95113-1807

Acknowledged and Agreed to:

BAIN CAPITAL VENTURE FUND, L.P.

By: Bain Capital Venture Partners, L.P.,
its general partner
By: Bain Capital Investors, LLC,
its general partner

By:  _____
Michael A. Krupka
Managing Director

Address: c/o Bain Capital Investors, LLC,
111 Huntington Avenue
Boston, MA 02199

S.A.C. CAPITAL ASSOCIATES LLC

By: S.A.C. Capital Advisors, LLC,
its authorized signatory

By: _____
Name: Francis A. Casale
Title: Managing Director

Address: c/o S.A.C. Capital Advisors, LLC
777 Long Ridge Road
Stamford, CT 06902

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Title: _____

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San Jose, CA 95113-1807

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BAIN CAPITAL VENTURE FUND, L.P.

By: Bain Capital Venture Partners, L.P.,
its general partner


By: Bain Capital Investors, LLC,
its general partner

By: _____
Michael A. Krupka
Managing Director

Address: c/o Bain Capital Investors, LLC,
111 Huntington Avenue
Boston, MA 02199

S.A.C. CAPITAL ASSOCIATES LLC

By: S.A.C. Capital Advisors, LLC,
its authorized signatory


By:  _____
Name: Peter W. Schuman
Title: General Counsel

Address: c/o S.A.C. Capital Advisors, LLC
777 Long Ridge Road
Stamford, CT 06902

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BCIP ASSOCIATES II
BCIP TRUST ASSOCIATES II
BCIP ASSOCIATES II-B
BCIP TRUST ASSOCIATES II-B

By: Bain Capital Investors, LLC,
its general partner

By: 
Michael A. Krupka
Managing Director

Address: c/o Bain Capital Investors, LLC,
111 Huntington Avenue
Boston, MA 02199

RGIP, LLC

By: _____
Name:
Title: Member

Address: c/o Bain Capital Investors, LLC,
111 Huntington Avenue
Boston, MA 02199

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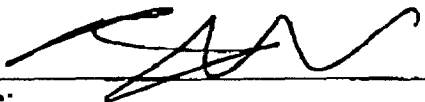
BCIP ASSOCIATES II
 BCIP TRUST ASSOCIATES II
 BCIP ASSOCIATES II-B
 BCIP TRUST ASSOCIATES II-B

By: Bain Capital Investors, LLC,
 its general partner

By: _____
 Michael A. Krupka
 Managing Director

Address: c/o Bain Capital Investors, LLC,
 111 Huntington Avenue
 Boston, MA 02199

RGIP, LLC

By:  _____
 Name:
 Title: Member

Address: c/o Bain Capital Investors, LLC,
 111 Huntington Avenue
 Boston, MA 02199