

10/4/02

10-15-2002

185,550-073

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

OFFICE OF RECORDATION FORM C PATENTS O



102248513

DEPT. OF COMMERCE  
Trademark Office

Tab settings ⇌⇌⇌

2002 OCT -7 AM 9:20

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

1. Name of conveying party(ies):

TPN Register, L.L.C.

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other Grant of Patent Security Interest

Execution Date: September 27, 2002

2. Name and address of receiving party(ies)

Name: Credit Suisse First Boston, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 11 Madison Avenue

City: New York State: NY Zip: 10010

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): 09/597,925

B. Patent No.(s): None.

Additional numbers attached?  Yes  No

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

Name Gina M. Durham

Internal Address: \_\_\_\_\_

Street Address: O'MELVENY & MYERS LLP

400 South Hope Street

City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$40.00

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.*

Gina M. Durham

Name of Person Signing

Signature

October 7, 2002

Date

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

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

10/11/2002 6T0N11 00000066 09597925

01 FC:581

40.00 DP

LA3:1021401.1

**PATENT**  
**REEL: 013368 FRAME: 0584**

## GRANT OF PATENT SECURITY INTEREST

**WHEREAS, TPN REGISTER, L.L.C.**, a Delaware limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

**WHEREAS, TPN Register, L.L.C.**, a Delaware limited liability company ("**Company**"), has entered into a Credit Agreement dated as of September 27, 2002 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Credit Suisse First Boston, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS, Company** may from time to time enter, or may from time to time have entered, into one or more Hedge Agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "**Hedge Providers**"); and

**WHEREAS, Grantor** has executed and delivered that certain Subsidiary Guaranty dated as of September 27, 2002 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Hedge Providers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof; and

**WHEREAS, pursuant to the terms of a Security Agreement** dated as of September 27, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Patent Collateral;

**NOW, THEREFORE,** for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Patent Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in

patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications listed in Schedule A), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the “**Patents**”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term “**proceeds**” includes whatever is receivable or received when Patent Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 27<sup>th</sup> day of September, 2002.

**TPN REGISTER, L.L.C., a Delaware limited liability company**

By: **GEIS HOLDINGS, INC.**, its sole member

By

Name: Jean-Jacques Charhon

Title: Senior VP & CFO and Treasurer

**SCHEDULE A**  
**TO**  
**GRANT OF PATENT SECURITY INTEREST**

**Patent Pending:**

<b><u>Applicant</u></b>	<b><u>Application Serial No.</u></b>	<b><u>Invention</u></b>
TPN Register, L.L.C.	09/597,925	Full Service Secure Commercial Electronic Marketplace