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Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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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):

FRIENDSTER, INC.

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 9/28/05

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing III, Inc.

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

Street Address: 2010 North First Street

City: San Jose State: CA Zip: 95131

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) 10/854057; 10/854054; 10/867610;  
10/867844; 10/897766; 10/941227; 10/967609; 10/462142; 11/117793

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached? ☐ Yes ☒ No

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

Name: Russell D. Pollock, Esq.

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

Street Address: Greene Radovsky Maloney & Share LLP

Four Embarcadero Center, Suite 4000

City: San Francisco State: CA Zip: 94111

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 3.41).....\$ 360.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Jeffrey T. Klugman

Name of Person Signing

Signature

10/30/05

Date

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

11/08/2005 ECDOPER 00000173 10654057

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360.00 UP

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

PATENT  
REEL: 017191 FRAME: 0638

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of September 29, 2005, by and between FRIENDSTER, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING III, INC., a Maryland corporation ("Secured Party").

### RECITALS

A. Pursuant to a Loan and Security Agreement dated as of February 9, 2004, as amended by a First Amendment to Loan Documents of even date herewith (as amended the "Loan Agreement") between Grantor, as borrower, and Secured Party, as lender, Secured Party has made certain advances of money and agreed to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to extend such financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or

extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents;  
and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or

or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion (i) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (ii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*Remainder of this page intentionally left blank; signature page follows*

ORIGINAL

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

FRIENDSTER, INC.

1380 Villa Street  
Mountain View, CA 94041  
Attn: \_\_\_\_\_

By: VL  
Name: Kurt Lindstrom  
Its: VP of Finance

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING III, INC.

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ORIGINAL

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

FRIENDSTER, INC.

1380 Villa Street  
Mountain View, CA 94041  
Attn: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING III, INC.

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

By:  \_\_\_\_\_

Name: **RONALD W. SWENSON**  
**CHIEF EXECUTIVE OFFICER**

Its: \_\_\_\_\_

**EXHIBIT A**

**Copyrights**

**Description**

**Registration Number**

**Registration Date**

43251/0948  
JTK/292037.3

5

EXHIBIT B

Patents

Description

Registration/Application Number

Registration/Application Date

43251/0948  
JTK/292037.3

6

PATENT  
REEL: 017191 FRAME: 0645



# FRIENDSTER Patent Applications

Matter No.	File Date	Serial No.	Title	Abstract	Inventors	Status
FR/E/0002	5/26/04	10/854,057	System and Method for Managing Information Flow Between Members of an Online Social Network	An online social network is provided in which members of the online social network control who may view their personal information and who may communicate with them. The members control who may view their personal information by setting a visibility preference. The members also control who may communicate with them by setting a contactability preference.	Nicholas Galbreath Christopher Lunt	Awaiting Examination
FR/E/0003	5/26/04	10/854,054	System and Method for Managing an Online Social Network	An online social network is managed using one server for database management tasks and another server, preferably in a distributed configuration, for CPU-intensive computational tasks, such as finding a shortest path between two members or a degree of separation between two members.	Nicholas Galbreath Mirko Predosin	Awaiting Examination
FR/E/0004	6/14/04	10/867,610	Method of Sharing Social Network Information with Existing User Databases	Social network information maintained in a first database is shared with a second database. The operators of the second database use the social network information to better manage services provided to their customers and target particular information to their customers.	Christopher Lunt Nicholas Galbreath	Awaiting Examination
FR/E/0005	6/14/04	10/867,844	Online Content Delivery Based on Information from Social Networks	Relevant content is prepared and selected for delivery to a member of a network based, in part, on prior online activities of the other members of the network, and the closeness of the member's relationship with the other members of the network. The relevant content may be an online ad, and is selected from a number of candidate online ads based on click-through rates of groups that are predefined with respect to the member and with respect to certain attributes.	Jeffrey B. Winner Nicholas Galbreath	Awaiting Examination
FR/E/0006	7/22/04	10/897,766	Authorization and Authentication Based on an Individual's Social Network	An individual's social network is used to authorize information flow to the individual and to authenticate the individual for access to certain information or services. In particular, a service provider examines an individual's social network and a black list of persons that have been determined to be untrustworthy to determine whether to authorize transmission of content to that individual or authenticate that individual for access to information or service.	Christopher Lunt	Awaiting Examination
FR/E/0007	9/14/04	10/941,227	Proximity Search Methods using Tiles to Represent Geographical Zones	A proximity search engine for carrying out a proximity search with respect to a reference location uses as a reference frame the earth divided into tiles, which are predefined geographic regions of substantially equal areas. When the proximity search is carried out, the tiles that are within a specified distance from the reference location are obtained and records having location pointers corresponding to such tiles are selected for inclusion in the search results.	Nicholas Galbreath Yuh-Wen Sung	Awaiting Examination
FR/E/0008	10/18/04	10/967,609	Visual Tags for Search Results Generated from Social Network Information (CIP of FR/E/0004)	Search results, including sponsored links and algorithmic search results, are generated in response to a query, and are marked based on frequency of clicks on the search results by members of social network who are within a predetermined degree of separation from the member who submitted the query. The markers are visual tags and comprise either a text string or an image.	Christopher Lunt Nicholas Galbreath Jeffrey B. Winner	Awaiting Examination
FR/E/0010	6/13/03	10/462,142	A System, Method and Apparatus for Connecting Users in an Online Computer System Based on Their Relationships within Social Networks	A method and apparatus for calculating, displaying and acting upon relationships in a social network is described. A computer system collects descriptive data about various individuals and allows those individuals to indicate other individuals with whom they have a personal relationship. The descriptive data and the relationship data are integrated and processed to reveal the series of social relationships connecting any two individuals within a social network.	Jonathan Abrams	Replied to PTO Office Action on 5/4/05.

Matter No.	File Date	Serial No.	Title	Abstract	Inventors	Status
FRIE/0011	6/17/05	to be assigned	Method of Inducing Content Uploads in a Social Network (to be filed as CIP of FRIE/0010)	A method of inducing content uploads, e.g., photo of a friend, in an online network includes the steps of storing content relating to a first member of the network that is submitted by a second member of the network, receiving approval of the content from the first member, and associating the content with the first member. The second user uploads the content relating to the first member using a GUI. This GUI is made available to the second user through a hyperlink that appears when a profile page of the first member is accessed if the first user has permitted content uploads on his or her behalf.	Christopher Lunt Jonathan Abrams Samuel Sanchez	Awaiting Examination
FRIE/0012	4/28/05	11/117,793	Compatibility Scoring of Users in a Social Network	The compatibility score of individuals in a social network is computed based on the compatibility of interests expressed by these individuals. The compatibility score between any two interests is calculated as the log of the estimated probability that a member of the social network will express both interests as his or her interests divided by the product of: (i) the estimated probability that a member of the social network will express the first of the two interests as his or her interest and (ii) the estimated probability that a member of the social network will express the second of the two interests as his or her interest. The compatibility score between two individuals is calculated as the sum of the compatibility scores between each interest appearing in a set of interests expressed by the first of the two individuals and each interest appearing in a set of interests expressed by the second of the two individuals.	Xiao Ming Zhu Christopher Lunt	Awaiting Examination

EXHIBIT C

Trademarks

Description

Registration/Application Number

Registration/Application Date

43251/0948  
JTK/292037.3

7