

09-10-1999

9-8-99



FORM PTO-
1-31-92

RECORDED 101139940
TRADEMARKS ONLY

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):
Elf Technologies

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

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

2. Name and address of receiving party(ies):
Name: Silicon Valley Bank
Internal Address: Loan Documentation HG150
Street Address: 3003 Tasman Drive
City: Santa Clara State: Ca ZIP: 95054

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **8/13/99**

4. Application number(s) or trademark number(s):
A. Trademark Application No.(s)
See Exhibit C attached hereto and made a part hereof

75519657
B. Trademark Registration No.(s)
See Exhibit C attached hereto and made a part hereof

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Silicon Valley Bank
Internal Address: Loan Documentation HG150
Street Address: 3003 Tasman Dr.
City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: **4**

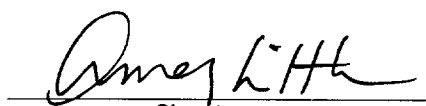
7. Total fee (37 CFR 3.41):\$ **115.00**
 Enclosed **# 8044**
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

09/09/1999 DNGUYEN 00000267 75519657
01 FC:481 40.00 OP
02 FC:482 75.00 OP

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.

Amey Elkins-Little
Name of Person Signing  Signature **8/26/99** Date

Total number of pages comprising cover sheet: 1

OMB No 0651 -0011 (exp 4/94)

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Virtual Panel	75/519657	7/16/98
ELFile	2,086,782	8/12/97
ELF Legal Services	2,106,148	10/21/97
ELF Technologies	2,114,951	11/25/97

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of ^{August 6} ~~July 7~~, 1999 by and between SILICON VALLEY BANK ("Bank") and ELF TECHNOLOGIES, INC. ("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 ~~July 7~~, 1999 (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). 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, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ELF TECHNOLOGIES, INC.

Address of Grantor:

9423 SE 36th Street
Mercer Island, WA 98040

Attn: Jon W. Stafford

By: Jon W. Stafford
Title: CEO

BANK:

SILICON VALLEY BANK

Address of Bank:

915 118th Ave. S.E., Ste. 250
Bellevue, WA 98005

Attn: _____

By: Paul Hauer
Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

Law Firm Edition 2.0

70-704-2757

9/98

EXHIBIT B

Patents

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

None

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

SCHEDULE TO PERMITTED INDEBTEDNESS

- a) **BHB**
- b) **Wyn Dunford loans**
- c) **Burns Dunford loan**
- d) **Allyson Dunford loan**

SCHEDULE TO PERMITTED INVESTMENTS

- a) **50% ownership in ELF Technologies Pty. Ltd.**
- b) **50% ownership in ELF Technologies Ltd.**
- c) **Ramer loan**