Security Agreement	04-20	0-2000
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. I Name of conveving party(ies): (KimpVQ, Enc Association A	FORM PTO-	U.S. DEPARTMENT OF COMMERCE
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. I Name of conveving party(ies): (KimpVQ, Enc Association A	1-31-92	NO HAN I LEGAL HAN DIEN UNN DER
1. Name of conveving party(les): Kimbro Enc Individual(s)		
Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 Street Address: 3003 Tasman Drive City: Santa Clara State: Ca ZIP: 95054		
Individual(s)		
General Partnership Limited Partnership City: Santa Clara State: Ca ZIP: 95054 Corporation-State Other Association Association Association Association Association Association Association Association Corporation-State Corporation-State	Trimbry Inc	
Corporation-State	☐ Individual(s) ☐ Association	Street Address: 3003 Tasman Drive
Other Additional name(s) of conveying party(ies) attached? Yes No Association Assignment Merger		City: Santa Clara State: Ca ZIP: 95054
Additional name(s) of conveying party(ies) attached? Yes No Association Association Assignment Merger Limited Partnership Limited Partnership Corporation-State Corpor		In the divide on the Cities and the
3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Other Corporation-State Other Resemble Security Agreement Change of Name Other Corporation-State Other Resemble Security Agreement Change of Name Resemble States Signature Rese		
Assignment Merger 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		
Other	l — — — · · · · · · · · · · · · · · · ·	Limited Partnership
Gother		
Other designation is attached Yes No No No No No No No N	Security Agreement	Utner _ If assignee is not domiciled in the United States, a domestic representative
(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes \(\text{No} \) 4. Application number(s) or trademark number(s): A. Trademark Application No.(s) 3 19 12 15 1	☐ Other	
4. Application number(s) or trademark number(s): A. Trademark Application No (s) □ 15/9[13515, 75]9[13514 □ 15/9[137]2, 75/9[13515 □ 15/9[13517, 75]9[13515 □ 15/9[13517, 75]9[13515 □ 15/9[13517, 75]9[13515 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 7. Total fee (37 CFR 3.41):		(Designations must be a separate document from assignment)
A. Trademark Application No.(s) □ 15 9 13 15 9 13 14 □ 15 9 13 15 9 13 15 □ 15 9 12 13 □ 15 9 12 13 □ 15 9 12 13 ■ Total number 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 □ Authorized to be charged to deposit account Street Address: 3003 Tasman Dr. □ Authorized to be charged to deposit account □ Authorized to be charged to deposit account □ NOT USE THIS SPACE □ ONOT	Execution Date: 2 - 28 - 2000	Additional name(s) & address(es) attached?
# 15/9 13 14 13 14 14 15 14 15 14 15 14 15 15	4. Application number(s) or trademark number(s):	
TS/ 91 2 7 9 2, 75/ 91 2 515 T5/ 91 2 517, 75/ 91 2 513 T5/ 91 2 518 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 7. Total fee (37 CFR 3.41):	A. Trademark Application No.(s)	B. Trademark Registration No.(s)
Additional numbers attached? Yes No S. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 7. Total fee (37 CFR 3.41):		- Company - Comp
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 7. Total fee (37 CFR 3.41):		
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 7. Total fee (37 CFR 3.41):		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 7. Total fee (37 CFR 3.41):	75 912518	
Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 7. Total fee (37 CFR 3.41):	Additional numb	ers attached?
Internal Address: Loan Documentation HG150 7. Total fee (37 CFR 3.41):	5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved: _
Internal Address: Loan Documentation HG150 7. Total fee (37 CFR 3.41):	Name: Silicon Valley Bank	
Street Address: 3003 Tasman Dr. 8. Deposit account number: City: Santa Clara State: Ca ZIP: 95054 (Attach duplicate copy of this page if paying by deposit account) POONT USE THIS SPACE 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. Dian Rouer Name of Person Signing X Enclosed Authorized to be charged to deposit account	•	2112
Street Address: 3003 Tasman Dr. 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 1000 TTDM11 00000247 75912516 1000 100	Internal Address: Loan Documentation HG150	7. Total fee (37 CFR 3.41):\$ <u>∠ 4 </u> €.
8. Deposit account number: City: Santa Clara State: Ca ZIP: 95054 (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE /2000 TTDN11 00000247 75912516 40.00 0P 200.00 0P 200.0		Authorized to be charged to deposit account
City: Santa Clara State: Ca ZIP: 95054 (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 40.00 0P 200.00 0P 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. Diane Rower Name of Person Signing Diane Rower Total number of pages comprising cover sheet:	Street Address: 3003 Tasman Dr.	8 Deposit account number:
DO NOT USE THIS SPACE 2000 170N11 00000247 75912516		(Attach duplicate copy of this page if paying by deposit account)
40.00 OP 200.00 OP 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. Di One Rower Name of Person Signing Diane Rower Signature Total number of pages comprising cover sheet:	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. Drawe lawer 3- 2- 2 bbc. Name of Person Signing Signature Date Total number of pages comprising cover sheet:	, 2000	
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. Diane Rover Name of Person Signing Diane Rover Signature Total number of pages comprising cover sheet:	200.00 OP	
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Name of Person Signing Signature Date Total number of pages comprising cover sheet:	To the best of my knowledge and belief, the foregoing inform of the original document.	nation is true and correct and any attached copy is a true copy
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Total number of pages comprising cover sheet:	Name of Person Signing	Signature Date
	Total number of pag OMB No 0651 -0011 (exp 4/94)	jes comprising cover sheet:

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February <u>28</u>, 2000 by and between SILICON VALLEY BANK ("Bank") and IKIMBO, 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 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). 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.
- 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 and Trademarks listed on Schedules 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

SVB/IKIMBO (Intellectual Property Security Agreement) 75998.2 (2/18/00)

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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: Address of Grantor: IKIMBO, INC. 1800 Robert Fulton Drive Suite 100 Reston, Virginia 20191 Attn: Mr. Eric Wimer, President Erric W Whener Name:____ Title:_____ PRESIDENT Address of Bank: BANK: 11600 Sunrise Valley Drive Suite 400 SILICON VALLEY BANK Reston, Virginia 20191 Attn: Jeffrey P. White, Vice President By:_____ Name:_____ Title:_____ SILICON VALLEY BANK By:_____ Name:

SVB/IKIMBO (Intellectual Property Security Agreement) 75998.2 (2/18/00)

Title:

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.

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	GRANTOR:
Address of Grantor: 1800 Robert Fulton Drive Suite 100	IKIMBO, INC.
Reston, Virginia 20191	D
Attn: Mr. Eric Wimer, President	By:
	Name:Title:
Address of Bank: 11600 Sunrise Valley Drive	BANK:
Suite 400 Reston, Virginia 20191	SILICON VALLEY BANK
Attn: Jeffrey P. White, Vice President	
	By: BEYP. WHITE
	Title: VICE PRESIDENT
	SILICON VALLEY BANK
	By:
	Name:
	Title:

SVB/IKIMBO (Intellectual Property Security Agreement) 75998.2 (2/18/00)

FAX NO. 7814319906

MAR-02-00 THU 01:25 PM SILICON VALLEY EAST

P. 05

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.

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GRANTOR:

Address of Grantor: 1800 Robert Fulton Drive Suite 100 Reston, Virginia 20191

Attn: Mr. Eric Wimer, President

Address of Bank: 11600 Sunrise Valley Drive Suite 400 Reston, Virginia 20191

Attn: Jeffrey P. White, Vice President

IKIMBO, INC.

BANK:

Title:

SILICON VALLEY BANK

SILICON VALLEY BANK

Name:

Title:

SVIJ/TKIMBO (Intellectual Property Scottity Agreement) 75998.2 (2/13/00)

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FAX NO. 7814319906

P. 06

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IKIMBO, INC.

Address of Grantor: 1800 Robert Fulton Drive Suite 100 Reston, Virginia 20191

Attn: Mr. Eric Wimer, President

Address of Bank: 11600 Sunrise Valley Drive Suite 400 Reston, Virginia 20191 Attn: Jeffrey P. White, Vice President By:______Name:_____

Title:

BANK:

SILICON VALLEY BANK

By:
Name:
Title:

Titl

SILICON VALLEY BANK

By: Marile Garder
Title: Tank Noc Smeals

SVD/IKIMRO (Intellectual Property Security Agreement) 75998.2 (2/18/00)

EXHIBIT A

Copyrights

Description

Registration/ Application Number Registration/ Application <u>Date</u>

no registrations Ilea

SVB/IKIMBO (Intellectual Property Security Agreement) 75998.2 (2/18/00)

Patents

Description

Registration/ Application Number

Registration/ Application **Date**

\$ 09/264,988 Sep 15, 98

"System + method Love ana neitamanetm opplication distribution,"
covering community
creation, interaction, and
software platform Distributions

SVB/IKIMBO (Intellectual Property Security Agreement) 75998.2 (2/18/00)

EXHIBIT C

Trademarks

Description

Registration/ Application Number Registration/ Application <u>Date</u>

top 8, 2000

Intent-to-use trademark

Applications for the morriso

TKIMBO, MISCELLANEOUS (TKIMBO)

Designs, and TKIMBO + Design (the

compositive mark comprised of

the first two marks) in PTO

closses 4, 35, and 42.

75/912516, 75/912514 75/912792, 75/912515 75/912793, 75/912797, 75/912517, 75/912513, 75/912518

SVB/IKIMBO (Intellectual Property Security Agreement) 75998.2 (1/14/00)

RECORDED: 03/09/2000