

02-14-2001

FORM PTO-
1-31-92

RECC



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101612837

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

1. Name of conveying party(ies):

SL.com, Inc.

2.501

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: 10/15/00

2. Name and address of receiving party(ies):

Name: Silicon Valley Bank

Internal Address: Loan Documentation HA155

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

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

75/960,313

B. Trademark Registration No.(s)

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 HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations 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.

Shannon Hubbard
Name of Person Signing

Shannon Hubbard
Signature

1/22/01
Date

Total number of pages comprising cover sheet: 3

OMB No 0651-0011 (exp 4/94)

02/13/2001 6TON11 00000173 75960313
01 FC:481 40.00 DP

TRADEMARK
REEL: 002234 FRAME: 0326

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated as of December 15, 2000 is between SILICON VALLEY BANK ("Bank") and SL.COM, INC., soon to be known as SERVICELANE HOLDINGS CORP. ("Grantor").

RECITALS

A. Bank will make advances to ServiceLane.com, Inc., a Delaware corporation ("Borrower"), a subsidiary of Grantor ("Loans") as described in the Loan and Security Agreement dated as of May 10, 2000, between Borrower and Bank (as amended, the "Loan Agreement"), but only if (among other things) Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works.

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Exhibits A, B, C, and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part.

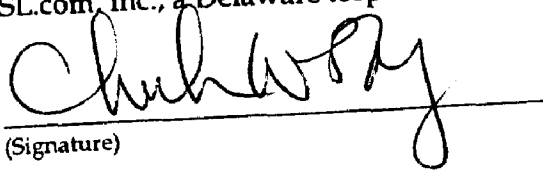
This security interest is granted in conjunction with the security interest granted under that certain Security Agreement of even date herewith from Grantor to Bank (the "Security Agreement"). Bank=s rights and remedies in the security interest are in addition to those in the Security Agreement and those available in law or equity. Bank=s rights powers and interests are cumulative with every right, power or remedy provided here. Bank=s exercise its rights, powers or remedies in this Agreement or the Security Agreement does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

Notwithstanding the foregoing, the security interest granted herein does not extend to any license or contract rights to the extent (i) the granting of a security interest in it would be contrary to applicable law, or (ii) that such rights are nonassignable by their terms (but only to the extent the prohibition is enforceable under applicable law, including, without limitation, Section 9.318(d) of the Texas Business and Commerce Code) without the consent of the licensor or other party) but only to the extent such consent has not been obtained).

SILICON VALLEY BANK

(Signature)

GRANTOR:
SL.com, Inc., a Delaware corporation



(Signature)

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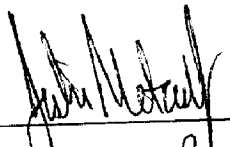
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SILICON VALLEY BANK

GRANTOR:
SL.com, Inc., a Delaware corporation



(Signature)

(Title)
Vice President

(Signature)

(Title)

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Do-It-For-Me Services	75/960,313	March 15, 2000
Installed Exterior Home Services	N/A	N/A