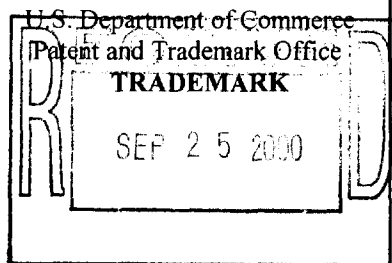


10-20-2000



101493585

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the affected original document(s) or copy(ies).

Submission Type

- New 9-25-00
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame No # _____
- Corrective Document
Reel # _____ Frame No # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date _____
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name PROLINK, INC Execution Date 09082000

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization ARIZONA

Receiving Party

Mark if additional names of receiving parties attached

Name SILICON VALLEY BANK

DBA/AKA/TA _____

Composed of _____

Address (line 1) 4455 E. CAMELBACK ROAD, SUITE E-290

Address (line 2) _____

Address (line 3) PHOENIX AZ/USA 85018
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization DELAWARE

10/18/2000 DBYRNE 00000142 76029408

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 75.00 OP

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____
Address (line 1) _____
Address (line 2) _____
Address (line 3) _____
Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 602-229-5507

Name TABATHA LA VOIE, ESQ.
Address (line 1) STREICH LANG, P.A.
Address (line 2) RENAISSANCE ONE
Address (line 3) TWO NORTH CENTRAL AVENUE
Address (line 4) PHOENIX, AZ 85004

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 6

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

_____	_____	_____	<u>76029408</u>	<u>2130836</u>	<u>75476970</u>
_____	_____	_____	<u>74717502</u>	_____	_____
_____	_____	_____	_____	_____	_____

Number of Properties

Enter the total number of properties involved. # 4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 115.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # _____

Authorization to charge additional fees: Yes No

Statement of 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. Charges to deposit account are authorized, as indicated herein.

PAUL HULEATT

Name of Person Signing



Signature

9-21-00

Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Security Agreement") is entered into as of September 8, 2000 by and between SILICON VALLEY BANK ("Bank") and PROLINK, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loan") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated September 8, 2000 (as the same may be amended, modified or supplemented from time to time, the "Term Loan Agreement"; capitalized terms used herein are used as defined in the Term 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 Term Loan Agreement.

B. Pursuant to the terms of the Term 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, as defined therein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties intent to be legally bound by this Security Agreement, and as collateral security for the prompt and complete payment when due of its obligations under the Term Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Term 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 Term Loan Agreement. The rights and remedies of Bank with respect to the security interest granted by this Security Agreement are in addition to those set forth in the Term Loan Agreement and the other Loan Documents, as defined in the Term Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. The right, power and remedy of Bank provided for herein or in the Term Loan Agreement, 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 Security Agreement, the Term Loan Agreement, the Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous exercise or any exercise hereafter by any person, including Bank, of any or all other rights, powers or remedies.

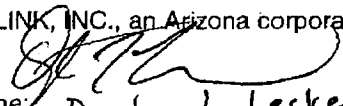
IN WITNESS WHEREOF, the parties have cause this Security Agreement to be duly executed by its officers and duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

7970 South Kyrene Road
Tempe, Arizona 85283
Attn: Douglas L Lecker

PROLINK, INC., an Arizona corporation

By: 
Name: Douglas L Lecker
Title: President

BANK:

Address of Bank:

4455 E. Camelback Road, Suite E-290
Phoenix, AZ 85018
Attn: _____

SILICON VALLEY BANK

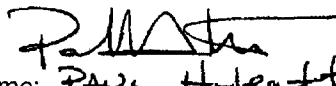
By: 
Name: Paul H. Heath
Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	
Golf Course Yardage and Information System: Covers a method for mapping the layout of a golf course including each hole and selected features, using a position determining system to collect survey data points by traversing the perimeter of the hole and features relative to a pre-selected arbitrary reference point. Provides a realistic approximation of the entire course including essential details of each hole using a golf cart equipped with GPS receiver.	5,689,431	11/18/97	
Golf Cart Roof: Covers design of golf cart roof incorporating a monitor.	D394,637	5/26/98	
Golf Course Yardage and Information System: Covers broadcast transmission system for determining location of a multiplicity of dispersed vehicles/objects in transit, managing the disposition of each of them, with a base station and plural remote stations associated with the objects while in transit, including an arrangement that enables timing between base station and remote stations to be synchronized without direct base synchronization.	5,878,369	3/2/99	
Remote Golf Ball Locator: Covers a method for indicating distance from a golf ball in play, rather than from the cart. The method includes displaying a depiction of the golf ball along a line running the length of the hole from tee box to green and parallel to a side boundary of the hole to approximate the lie of an actual golf ball in play and to display approximate distance from the ball rather than the cart to a player-selected feature.	5,873,797	2/23/99	
Map-Matching Golf Navigation System: Apparatus and method for calibrating a cart navigation system for a golf course position and yardage measurement system, using map matching.	6,024,655	2/15/00	
Roof Mounted Color Screen: Monitor for Navigation System cover roof-mounted monitor including features of mounting on underside of cart roof for shading/ease of viewing in sunlight; GUI for window display on monitor; screen canted back to reduce reflections; diffuse or black coating on underside of roof to reduce reflectivity of surface; images displayed in color, with features on map of hole in distinctive colors of actual hole for realistic display; and position of cart displayed in real time to track movement of actual cart.	Given Notice of Allowance	3/1/99 (filing date)	(filing date)

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Serial/ Application Number</u>	<u>Registration/ Application Date</u>
IW IWINGOLF.COM	76,029,408	04/19/00
PROLINK	2,130,836	01/20/98
PAY-FOR-PLAY (abandoned)	75,476,970	04/30/98
ACUTRAK (abandoned)	74,717,502	08/18/95

EXHIBIT D

Mask Works

None.