



(w/0101)

To the Honorable Commissioner of P.

101620895

al documents or copy thereof.

1. Name of conveying party(ies):
LOOPNET, INC., a California Corporation
2.16.01 FEB 16 2001
 Additional name(s) of conveying parties attached? [] Yes [x] No

2. Name and address of receiving parties:
PROPERTYFIRST.COM, INC.
1000 South Fremont Avenue
Suite 11011
Alhambra, California 91803, USA
A California Corporation

3. Nature of conveyance: **Security Agreement**
 Execution Date: February 5, 2001

If Assignee is not domiciled in the United States, a domestic representative designation is attached [] yes [X] no
 Additional name(s) & address(es) attached? [] Yes [x] No

4. Application number(s) or Registration number(s):
 A. Trademark Application No(s):
 76/110872 75/657180 75/906677
 75/656419 75/713841 75/906685
 75/713826 75/906785 76/120617
 75/713646 75/470171

B. Trademark Registration No(s)
 Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Sharmini N. Green, Esq.
 of RIORDAN & MCKINZIE
 300 South Grand Avenue
 29th Floor
 Los Angeles, California 90071

6. Total number of applications and registrations involved in this security agreement: [11]
 7. Total fee (37 CFR 3.41) \$ 290.00
 Enclosed Check No. 95017
 Any additional fees which may be required are authorized to be charged to deposit account No.
 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.
Sharmini N. Green, Esq.
 Name of Person Signing

Sharmini N. Green
 Signature

February 12, 2001
 Date

Total number of pages including cover sheet, attachments, and documents: [10 including check & post card]

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the date needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C., 20503.

SECURITY AGREEMENT

This SECURITY AGREEMENT ("Agreement") is dated as of February 5, 2001 among LOOPNET, INC., a California corporation (the "Grantor") and PROPERTYFIRST.COM, INC., a California corporation (the "Secured Party").

A. Pursuant to that certain Secured Demand Note dated as of the date hereof, made by Grantor in favor of the Secured Party (the "Note"), the Grantor has borrowed up to \$2,000,000 from the Secured Party;

B. The execution and delivery of the Note by the Secured Party is conditioned upon, among other things, the execution and delivery by the Grantor of this Agreement to secure the due and punctual payment of (a) the principal of and interest on the Note, when and as due; and (b) all other monetary obligations, including fees, costs and expenses, of the Grantor to the Secured Party under the Note (all the monetary obligations described in the preceding clauses (a) and (b) being collectively called the "Obligations").

Accordingly, the Grantor and the Secured Party (and each of their respective successors or assigns) hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01 Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Account Debtor" means any person or entity who is obligated under an Account.

"Accounts" means all now existing and future: (a) accounts (as defined in the UCC) and any and all other receivables, including, without limitation, all accounts created by or arising from all of their sales of goods or rendition of services to their customers, and all accounts arising from sales or rendition of services made under any of their trade names or styles, or through any of their divisions; (b) any and all instruments (as defined in the UCC), documents (as defined in the UCC), contract rights (as defined in the UCC) and chattel paper (as defined in the UCC); (c) unpaid seller's rights (including rescission, replevin, reclamation and stoppage in transit) relating to the foregoing or arising therefrom; (d) rights to any goods represented by any of the foregoing, including rights to returned or repossessed goods; (e) reserves and credit balances arising hereunder; (f) guarantees or collateral for any of the foregoing; (g) insurance policies or rights relating to any of the foregoing; and (h) cash and non-cash proceeds of any and all the foregoing.

"Collateral" shall mean all present and future domestic Accounts, Equipment, Inventory, Documents of Title, General Intangibles and Other Collateral of the Grantor, whether now existing or hereafter acquired, and whether owned by, consigned to, held by, or under the care, custody, or control of Grantor and the products, profits, and rents of, dividends or distributions on, accessions to, and all Proceeds of any of the foregoing, regardless of whether the foregoing, or any portion of it, constitutes property as to which the UCC provides for the perfection of a Lien, and all rights and remedies applicable to such property, but excluding, in all events, Hazardous Materials.

"Deposit Account" means any demand, time, savings, passbook or similar account maintained by any person or entity with any other bank or financial institution, except for (a) that certain deposit associated with the Grantor's real property lease for the property located at 590 York Street, San Francisco, California 94110, in the amount of \$224,406, held by Grantor's landlord Jan Michaels; and (b) that certain certificate of deposit securing the Grantor's payroll account, held at Silicon Valley Bank, in the amount of \$165,000, account number 8800051461.

"Documents of Title" shall mean all now existing and future documents (as defined in the UCC) including, without limitation all warehouse receipts, bills of lading, shipping documents, chattel paper, instruments and similar documents, all whether negotiable or not and all goods and Inventory relating thereto and all cash and non-cash proceeds of the foregoing.

"Environmental Laws" means any and all federal, state, local, and municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning, environmental protection matters, including Hazardous Materials, as now or hereafter in effect.

"Equipment" shall mean all, equipment (as defined in the UCC), machinery, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter acquired by the Grantor. The term Equipment shall include Fixtures.

"Event of Default" shall be any or all of the following: (a) failure of the Grantor to pay within 5 days after receipt from the Secured Party of a written demand for payment after the Grantor has failed to pay when due any amount provided for in the Note or this Agreement; (b) the failure of the Grantor to observe, keep or perform any covenant, agreement or condition contained in the Note or this Agreement (other than a default of the type referred to in the preceding clause (a)) if such failure in performance is not cured within 5 days after the Grantor received written notice from the Secured Party containing a reasonable description of such default; (c) any representation or warranty made by the Grantor under, relating to or in connection with this Agreement or the Note shall be false or misleading or incorrect in any respect when made (or deemed made); (d) there shall be commenced against the Grantor an involuntary case seeking the liquidation or reorganization under the bankruptcy laws or any

similar proceeding under any other applicable laws or an involuntary case or proceeding seeking the appointment of a receiver, custodian, trustee or similar official for it, or to take possession of all or a substantial portion of its property or to operate all or a substantial portion of its business; or (e) the Grantor shall institute a voluntary case seeking liquidation or reorganization under the bankruptcy laws or any similar proceeding under any other applicable laws, or shall consent thereto; or shall consent to the conversion of an involuntary case to a voluntary case; or shall file a petition, answer a complaint or otherwise institute any proceeding seeking, or shall consent or acquiesce to the appointment of, a receiver, custodian, trustee or similar official for it, or to take possession of all or a substantial portion of its property or to operate all or a substantial portion of its business; or shall make a general assignment for the benefit of creditors; or shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts generally; (f) the Board of Directors of the Grantor (or any committee thereof) adopts any resolution or otherwise authorizes action to approve any of the foregoing in clauses (d) or (e); (g) the Grantor shall suffer any money judgment, writ, warrant of attachment or other order that involves an amount or value, individually or in the aggregate, in excess of \$100,000 (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), and such judgment, writ, warrant or other order shall continue unsatisfied and unstayed for a period of ten (10) days, or any non-monetary judgment, writ, warrant or other order, shall be rendered against any Company Party that could have a material adverse effect on the business, operations or condition (financial or otherwise) of the Grantor and that continues unsatisfied and unstayed for a period of ten (10) days.

"Fixtures" shall mean all items of Equipment, whether now owned or hereafter acquired, of the Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"General Intangibles" shall have the meaning set forth in the UCC and shall include, without limitation, all present and future right, title and interest in and to all Intellectual Property Collateral, customer lists, distribution agreements, supply agreements and tax refunds, together with all monies and claims for monies now or hereafter due and payable in connection with any of the foregoing or otherwise, and all cash and non-cash proceeds thereof.

"Hazardous Material" means any substance, material, or waste, the generation, handling, storage, treatment, or disposal of which is regulated by any governmental authority, or forms the basis of liability under any Environmental Law in any jurisdiction in which the Grantor has owned, leased, or operated real property or disposed of hazardous materials.

"Intellectual Property Collateral" means all of the following:

(i) Patents and patent applications and/or registrations, whether presently owned or hereafter acquired, together with the inventions and improvements described and claimed therein including, without limitation, the Patents and applications, if any, listed on Schedule 1, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income,

royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");

(ii) Trademarks, trademark registrations and/or applications and tradenames, whether presently owned or hereafter acquired, including, without limitation, the trademarks and applications, if any, listed on Schedule 2 attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");

(iii) Any license agreement in which the Grantor is or becomes licensed to use any patents and/or trademarks or other intellectual property (including license rights) owned by a third party including, without limitation, the licenses, if any, listed on Schedule 3 attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");

(iv) The goodwill of the Grantor business connected with and symbolized by the Intellectual Property Collateral; and

(v) All cash and non-cash proceeds of the foregoing.

"Inventory" means all present and hereafter acquired inventory (as defined in the UCC) including, without limitation all merchandise, inventory and goods, and all additions, substitutions and replacements thereof, wherever located, together with all goods and materials used or usable in manufacturing, processing, packaging or shipping same; in all stages of production - from raw materials through work-in-process to finished goods - and all cash and noncash proceeds of the foregoing.

"Lien" shall mean, with regard to any asset or property, any mortgage, deed of trust, lien, pledge, encumbrance, charge or security interest in or on such asset or property.

"Note" shall have the meaning assigned to such term in the recitals of this Agreement.

"Obligations" shall have the meaning assigned to such term in the recitals of this Agreement.

"Other Collateral" shall mean all now owned and hereafter acquired Deposit Accounts; all cash and other monies and property; all now owned and after acquired investment property (as such term is defined in the UCC) (including all securities whether certificated or uncertificated, security accounts and security entitlements); all books, records, ledger cards, disks and related

data processing software at any time evidencing or containing information relating to any of the Collateral described herein or otherwise necessary or helpful in the collection thereof or realization thereon, and all cash and non-cash proceeds of the foregoing.

"Permitted Liens" means the following:

- (a) any Lien created by this Agreement;
- (b) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings, provided the same have no superior priority over the Secured Party's Lien in the Collateral;
- (c) Liens to secure payment of worker's compensation, employment insurance, old age pensions or other social security obligations of the Grantor in the ordinary course of business of the Grantor consistent with past practice.

"Proceeds" means "proceeds," as such term is defined in the UCC, in any form including, without limitation: (a) any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral; (b) any and all proceeds of any insurance, indemnity, warranty, or guaranty payable to any person or entity from time to time with respect to any Collateral; (c) any and all payments (in any form whatsoever) made or due and payable to any person or entity from time to time in connection with any requisition, confiscation, condemnation, seizure, or forfeiture of any Collateral by any governmental authority (or any person or entity or entity acting under color of governmental authority); (d) any claim of any person or entity against third parties for past, present, or future infringement or dilution of any intellectual property or for injury to the goodwill associated with any intellectual property; (e) any recoveries by any person or entity against third parties with respect to any litigation or dispute concerning any Collateral; and (f) any and all other amounts from time to time paid or payable under or in connection with any Collateral, upon disposition or otherwise.

"Security Interest" shall have the meaning assigned to such term in Section 2.01.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of California; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of Secured Party's Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of California, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such attachment, perfection, or priority and for purposes of definitions related to such provisions.

ARTICLE II

Security Interest

SECTION 2.01 Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants, mortgages, pledges, hypothecates and transfers to the Secured Party a security interest in all of the Grantor's right, title and interest in, to and under the Collateral (the "Security Interest").

ARTICLE III

Representations and Warranties

The Grantor represents and warrants to the Secured Party that:

SECTION 3.01 Title and Authority. The Grantor is the legal and beneficial owner of, or has valid leasehold title to (or, in the case of after-acquired Collateral, at the time Grantor acquires rights in such Collateral will be the owner thereof, or have valid leasehold title to), the Collateral with respect to which it has purported to grant a Security Interest hereunder, and has full power and authority to grant to the Secured Party the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person or entity other than any consent or approval which has been obtained. This Agreement is a valid, binding and enforceable obligation of the Grantor.

SECTION 3.02 No Other Liens Granted. The Grantor has not granted any Liens on any of the Collateral, except for Permitted Liens. No effective financing statement or other similar document used to perfect and preserve a security interest under applicable laws of any jurisdiction covering all or any part of the Collateral is on file in any recording office, except as expressly permitted pursuant to this Agreement.

SECTION 3.03 Trade Names. As of the date hereof, the Grantor operates under the trade names set forth on Schedule 4 hereto (and no others). The Grantor (including any corporate or partnership predecessor) has not existed or operated under any name other than as stated on Schedule 4.

SECTION 3.04 Priority. This Agreement creates a valid, first priority and continuing security interest (subject, as to priority, only to those Liens that would be prior to Secured Party's Lien as a matter of law) in the Collateral, securing the payment of the Obligations which upon filings and other necessary actions to perfect such security interest (subject, as to priority, only to those Liens that would be prior to Secured Party's Lien as a matter of law) will create a perfected security interest in such Collateral. Upon filing the necessary financing statements, Secured

Party's Lien (i) is prior to all other Liens except the Permitted Liens and those Liens that would be prior to Secured Party's Lien as a matter of law, and (ii) is enforceable as such as against creditors of, and purchasers from, the Grantor and as against any purchaser of real property where any of the Fixtures or Equipment are located and any future creditor obtaining a Lien on such real property. Upon filing of necessary financing statements, all such action as is necessary in law has been taken (i) to establish and perfect Secured Party's Lien in each item of the Collateral, and (ii) to entitle Secured Party to exercise the rights and remedies provided in each of this Agreement and the UCC. The Grantor shall not at any time take any action which shall cause this section to become not true and correct, and the Grantor shall at all times take all such action as may be necessary to cause this section to remain true and correct. If, at any time, there are Liens on any Collateral, other than Permitted Liens, the Grantor shall use its commercially reasonable efforts to remove such conflicting Liens within 30 days thereafter and, in any event, shall remove such conflicting Liens within 60 days thereafter.

SECTION 3.05 Deposit Accounts. Schedule 5 hereto is a complete and correct list of all (i) deposit accounts (demand, time, special or other) maintained by or in which the Grantor has an interest and correctly describes the financial institution in which such account is maintained (including the specific branch), the address and ABA number of such institution, the officer of such institution having primary responsibility for such accounts, the account number and type (as supplemented from time to time by the Grantor by written notice to Secured Party) and (ii) chattel paper, promissory notes and other instruments in which the Grantor has an interest.

SECTION 3.06 Consents. No consent of any other person or entity and no authorization, approval or other action by, and no notice to or filing with, any governmental authority that has not been obtained, made or given is required (i) for the Security Interest granted hereunder or for the execution, delivery or performance of this Agreement by the Grantor, (ii) as to Collateral with respect to which Liens may be perfected by such filings, for maintenance of the security interest created hereby or for the perfection of the security interest created hereby by filing a UCC-1 financing statement centrally, other than the filing of appropriate continuation statements, or (iii) except as otherwise provided by law, for the exercise by Secured Party of the rights provided for in this Agreement or the remedies in respect of the Collateral pursuant to this Agreement.

SECTION 3.07 Collateral Locations. Schedule 6 hereto is a complete and correct list of all locations of all Collateral (including books and records evidencing Accounts), including full address, city, state and ZIP code.

SECTION 3.08 Place of Business. Schedule 7 hereto is a complete and correct list of the chief place of business of the Grantor, the chief executive office of the Grantor, and any other locations where the Grantor does business, has employees, or owns or leases property of any kind.

ARTICLE IV

Covenants

SECTION 4.01 Change of Name; Place of Business. The Grantor agrees promptly to notify the Secured Party in writing of any change (a) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties; or (b) in the location of its chief executive office or its principal place of business. The Grantor agrees promptly to notify the Secured Party if any material portion of the Collateral owned or held by the Grantor is damaged or destroyed.

SECTION 4.02 Further Assurances. The Grantor shall, at its own expense, execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Secured Party may from time to time commercially reasonably request to assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby.

SECTION 4.03 Use and Disposition of Collateral. The Grantor shall not make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by this Agreement. The Grantor shall not make or permit to be made any transfer of the Collateral and shall remain at all times in possession of the Collateral owned by it, except that (a) obsolete or worn out assets having a fair market value (alone or together with other related assets sold or to be sold) of less than \$10,000 may be sold in the ordinary course of business; (b) assets having a fair market value of up to \$25,000 in the aggregate may be sold in the ordinary course of business consistent with past practice; and (c) unless and until the Secured Party shall notify the Grantor that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantor shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantor may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement or the Note.

SECTION 4.04 Insurance. The Grantor, at its own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Equipment as is customary in the ordinary course of the business.

SECTION 4.05 Financing Statements. The Grantor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral without the signature of the Grantor where permitted by applicable law. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by applicable law.

SECTION 4.06 Schedules. The Grantor will furnish to Secured Party from time to time statements and schedules (including Schedules to this Agreement) further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request in writing, all in reasonable detail. The Grantor will promptly furnish to Secured Party a copy of each new or renewal, restatement or modification of any agreement included in Collateral.

SECTION 4.07 Secured Party Appointed Attorney-in-Fact. The Grantor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantor and in the name of the Grantor or in its own name, from time to time in Secured Party's discretion, for the purpose of carrying out the terms of this Agreement and to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary to accomplish the purposes of this Agreement, without notice to or assent by Secured Party.

ARTICLE V

Remedies

SECTION 5.01 Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, the Grantor agrees to deliver each item of Collateral to the Secured Party on written demand from the Secured Party, and it is agreed that the Secured Party shall have the right, with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under applicable law. Without limiting the generality of the foregoing, the Grantor agrees that the Secured Party shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Secured Party shall deem appropriate. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of the Grantor, and the Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which the Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Secured Party shall give 20 days' written notice of the Secured Party's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as

the Secured Party may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Secured Party may (in its sole and absolute discretion) determine. The Secured Party shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Secured Party until the sale price is paid by the purchaser or purchasers thereof, but the Secured Party shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section 5.01, the Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of the Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to the Secured Party from the Grantor as a credit against the purchase price, and the Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to the Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Secured Party shall be free to carry out such sale pursuant to such agreement and the Grantor shall not be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Secured Party shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Secured Party may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 5.02 Application of Proceeds. The Secured Party shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

First: To the payment of all out-of-pocket costs and expenses incurred in connection with the sale of, collection of or other realization upon Collateral, including reasonable attorneys' fees and disbursements;

Second: To the payment of the Obligations in such order and in such manner consistent with applicable laws as Secured Party in its reasonable discretion shall decide (with the Grantor remaining liable for any deficiency); and

Third: To the extent of the balance (if any) of such proceeds, to the payment to the Grantor or other person or entity legally entitled thereto.

ARTICLE VI

Miscellaneous

SECTION 6.01 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if transmitted by telecopier with receipt acknowledged, or upon delivery, if delivered personally or by recognized commercial courier with receipt acknowledged, or upon the expiration of 72 hours after mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) If to the Secured Party, to:

PropertyFirst.com, Inc.
1000 South Fremont Avenue, Suite 11011
Alhambra, California 91803
Attention: Chief Operating Officer
Telephone: (626) 537-3400
Telecopier: (626) 537-3493

(b) If to the Grantor, to:

LoopNet, Inc.
2650 18th Street, 1st Floor
San Francisco, California 94110
Attention:
Telephone: (415) 216-1600
Telecopier: (415) 216-1601

or at such other address or addresses as the Secured Party or the Grantor, as the case may be, may specify by written notice given in accordance with this Section 6.01.

SECTION 6.02 Binding Effect; Amendment and Waiver

(a) This Agreement shall be binding upon the Grantor and the Secured Party and their respective successors and assigns, and shall inure to the benefit of the Grantor and the Secured Party and their respective successors and assigns. Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Secured Party and the Grantor.

(b) No failure or delay of the Secured Party in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Secured Party hereunder are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or consent to any departure by the Grantor therefrom shall in any event be effective unless the same shall be permitted by this Section 6.02.

SECTION 6.03 Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Grantor or the Secured Party that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 6.04 GOVERNING LAW. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE (WITHOUT REGARD TO THE CHOICE OF LAW OR CONFLICTS OF LAW PROVISIONS THEREOF) AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

SECTION 6.05 WAIVER OF JURY TRIAL. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE ISSUER AND THE HOLDER WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE ISSUER AND THE HOLDER DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, AND UNDERSTANDING THEY ARE WAIVING A CONSTITUTIONAL RIGHT, THE ISSUER AND THE HOLDER (BY ACCEPTANCE HEREOF) WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO, THIS NOTE OR THE TRANSACTIONS COMPLETED HEREBY.

SECTION 6.06 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other

jurisdiction). The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 6.07 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

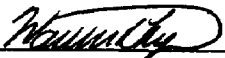
SECTION 6.08 Termination.

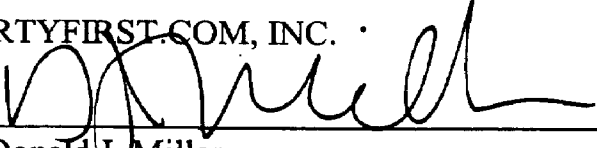
(a) This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full, at which time the Secured Party shall execute and deliver termination statements and similar documents which the Grantor shall commercially reasonably request to evidence such termination.

(b) Upon any sale or other transfer by the Grantor of any Collateral that is permitted by this Agreement to any person or entity, or, upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral, the Security Interest in such Collateral shall be automatically released.

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

LOOPNET, INC.

By: 
Name: WARREN R. LYONS
Title: PRESIDENT

PROPERTYFIRST.COM, INC.
By: 
Donald J. Miller
Chief Operating Officer

**Schedule 1
Patent Collateral**

Data Processing System for Generating Messages About One or More Properties

Serial Number: 09/586,010

Filed Date: June 2, 2000

Status: Awaiting First Office Action from USPTO

Data Processing System for Loan Information

Serial Number: 09/499,952

Date Filed: February 8, 2000

Status: Awaiting First Office Action from USPTO

**Schedule 2
Trademark Collateral**

Trademark Name	Class	File Date App#	Reg Date	Reg Number	Status	Case Number
CUTTING EDGE	36, 42	15-Aug-0076/110,872			Filed	18630-TM 1010
GET INTO THE LOOP!	36	09-Mar-9975/656,419	11-Apr-00	2340750	Registered	18630-TM 1003
LOOPBID	36	25-May-9975/713,826			Aband Inst	18630-TM 1006
LOOPLEADS	36	25-May-9975/713,646			Allowed	18630-TM 1004
LOOPLENDER	36	09-Mar-9975/657,180			Allowed	18630-TM 1002
LOOPLINK	36	25-May-9975/713,841			Allowed	18630-TM 1005
LOOPNET	36	31-Jan-0075/906,785			Suspended	18630-TM 1008
LOOPNET & DESIGN (GLOBE)	36	20-Apr-9875/470,171	18-Jul-00	2367489	Registered	18630-TM 1001
LOOPNET AND DESIGN (BUILDINGS)	36	31-Jan-0075/906,677			Suspended	18630-TM 1009
MARKETNOW	36	31-Jan-0075/906,685			Filed	18630-TM 1007
WITH YOU EVERY SQUARE FOOT OF THE WAY	36, 42	31-Aug-0076/120,617			Filed	18630-TM 1011

**Schedule 3
License Collateral**

GlobeSt.com, LLC
Inlumen, Inc. (formerly NewsAlert)
IPIX, Inc.
Register.com
First American Real Estate Services, LLC
SRC
Grubb & Ellis
Real Select, Inc.
Marcus & Millichap
Insignia/ESG
Colliers Macaulay Nicolls
Trammell Crow Company
Jones Lang LaSalle
National Association of Realtors
Prudential Real Estate Affiliates

**Schedule 4
Trade Names**

Loop Ventures, LLC -merged into Loop Ventures, Inc.
Loop Ventures, Inc. - was renamed to LoopNet
LoopNet, Inc.
LoopLender

**Schedule 5
Deposit Accounts**

Silcon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

ABA number	121140399
Checking/Cash Reserves	3300073310
Payroll	3300242322
CD	8800032120 collateral on credit cards

Chase Manhattan Bank
East 36 Midland Avenue
Paramus, NJ 07652

ABA number	021202337
Escrow Account	574-5004943-65

**Schedule 6
Collateral Locations**

- 2650 18th Street, San Francisco, CA 94110
- 1324 15th St., Denver, CO 80202
- 10150 Highland Manor Dr., #200, Tampa, FL 33610
- 3340 Peachtree Road NE, Suite 1800, Atlanta, GA 30326 - office to be closed
- 1330 Post Oak Blvd., Suite 1600, Houston, TX 77056
- 311 South Wacker Dr., Suite 4550, Chicago, IL 60606 - office to be closed

Schedule 7
Places of Business

- 2650 18th Street, San Francisco, CA 94110
- 1324 15th St., Denver, CO 80202
- 10150 Highland Manor Dr., #200, Tampa, FL 33610
- 3340 Peachtree Road NE, Suite 1800, Atlanta, GA 30326 - office to be closed
- 1330 Post Oak Blvd., Suite 1600, Houston, TX 77056
- 311 South Wacker Dr., Suite 4550, Chicago, IL 60606 - office to be closed
- 321 E. Montebello Ave., Phoenix, AZ 85012 - Broker of Record for LoopLender
- 3375 Koapaka Street, Suite D155, Honolulu, HI 96819 - Broker of Record for LoopLender
- 451 Eisenhower Drive, Paramus, NJ 076652 - Broker of Record for LoopLender

SECURED DEMAND NOTE

Up to \$2,000,000

February 5, 2001

FOR VALUE RECEIVED, LOOPNET, INC., a California corporation (the "Issuer") hereby promises to pay to the order of PROPERTYFIRST.COM, INC., a California corporation or any registered assigns (the "Holder"), the sum of up to TWO MILLION DOLLARS (up to \$2,000,000) in immediately available funds and in lawful money of the United States of America, together with interest thereon, within 40 days after written demand for payment made by the Holder at any time on or after the date hereof, all as provided further in this Secured Demand Note (this "Note").

Advances on this Note shall be made as follows: (a) Five hundred thousand dollars (\$500,000) on the date of execution of this Note, and (b) the balance of one million five hundred thousand dollars (\$1,500,000) as requested in writing by the Issuer upon two (2) business days' notice to the Holder, upon confirmation to the Holder's commercially reasonable satisfaction that the amounts owing hereunder are secured by a valid first priority lien upon all of the domestic assets of the Issuer.

1. Payment of Interest. The Issuer shall pay interest on the unpaid principal balance of and accrued and unpaid interest on this Note from the date hereof until fully paid at a rate per annum equal to ten percent (10.0%), payable in cash. Interest on this Note shall be payable upon the earlier of (a) 40 days after written demand for payment by the Holder or (b) immediately upon repayment of this Note by the Issuer. Interest shall be computed on the basis of the actual number of days elapsed over a 360-day year, including the first and the last day.

2. Payment of Principal; Maturity Date. The Issuer agrees to pay in full the entire outstanding principal balance of this Note, accrued and unpaid interest and all other unpaid amounts owing under this Note within 40 days after written demand for payment made by the Holder at any time on or after the date hereof, unless the Note is prepaid earlier pursuant to Section 3. All such payments shall be made without any deduction whatsoever, including, without limitation, any deduction for set-off, recoupment, counterclaim or taxes.

3. Prepayment. The Issuer shall have the right to make any prepayments of the principal balance of and interest on this Note at any time.

4. Security for Note. This Note is secured by the "Collateral" referred to in the Security Agreement dated as of even date herewith between the Issuer and the Holder (the "Security Agreement").

5. Maximum Lawful Rate of Interest. The rate of interest payable under this Note shall in no event exceed the maximum rate permissible under applicable law. If the rate of interest payable on this Note is ever reduced as a result of this Section 5 and at any time thereafter the maximum rate permitted under applicable law exceeds the rate of interest provided for in this Note, then the rate provided for in this Note shall be increased to the maximum rate provided for under applicable law for such period as is required so that the total amount of interest received by the Holder is that which would have been received by the Holder but for the operation of the first sentence of this Section 5.

6. Waivers. The Issuer hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor, and all other notices of any kind whatsoever to which it may be entitled under applicable law or otherwise, except for notices to which the Issuer is expressly entitled under this Note.

7. Assignment and Transfer. Neither the right to receive payment under this Note, nor any other right conferred upon the Holder under the terms hereof, may be assigned or transferred by the Holder to any other party without the prior written consent of the Issuer and any attempted assignment or transfer without such consent shall be null and void. Notwithstanding the foregoing, this Note may be assigned to any Affiliate (as such term is defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the Holder without the prior approval or consent of the Issuer. Any transferee or transferees of this Note, by their acceptance hereof, agree to assume the obligations of the holder of this Note as set forth herein, and shall be deemed to be the "Holder" for all purposes hereunder. Upon surrender of this Note at the Company's principal executive office for registration of any such assignment or transfer, accompanied by a duly executed instrument of transfer, the Issuer shall, at its expense and within five (5) business days of such surrender, execute and deliver one or more new notes of like tenor in the requested principal denominations and in the name of the assignee or assignees and bearing the legend set forth on the face of this Note, and this Note shall promptly be canceled. If the entire outstanding principal balance of this Note is not being assigned, the Issuer shall issue to the Holder hereof, within five (5) business days of the date of surrender hereof, a new note which evidences the portion of such outstanding principal balance not being assigned. If this Note is divided into one or more notes and is held at any time by more than one Holder, any payments of principal of, premium, if any, and interest or other amounts on this Note which are not sufficient to pay all interest or other amounts due thereunder, shall be made pro rata with respect to all such Notes in accordance with the outstanding principal amounts thereof, respectively.

8. Loss, Theft, Destruction or Mutilation of this Note. Upon receipt of evidence reasonably satisfactory to the Issuer of the loss, theft, destruction or mutilation of this Note and, in the case of any such loss, theft or destruction, upon receipt of an indemnity agreement or other

indemnity reasonably satisfactory to the Issuer or, in the case of any such mutilation, upon surrender and cancellation of such mutilated Note, the Issuer shall issue and deliver within five (5) business days a new Note, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Note.

9. Costs of Collection. The Issuer agrees to pay to the Holder on demand all costs and expenses of every type and nature (including, without limitation, all reasonable fees and expenses of attorneys, accountants and other experts and all due diligence, collateral review, appraisal, search, filing and recording fees and expenses) which are expended or incurred by or on behalf of the Holder in connection with (a) the administration of the Note or the collection and enforcement of this Note or the Obligations (as defined in the Security Agreement), whether or not any action, suit or other proceeding is commenced; and (b) any actions for declaratory relief in any way related to the Obligations. The Issuer hereby consents to the taking of the foregoing actions by the Holder without conditions or restrictions. Notwithstanding this Section 9, the Issuer will only be liable for the foregoing costs directly incurred by the Holder regardless of who the existing Holder(s) is (are) other than costs of collection should the Issuer default on this Note or any substitute Note(s).

10. Extension of Time. The Holder may, at its sole option, extend the time for payment of this Note, postpone the enforcement hereof, or grant any other indulgence without affecting or diminishing the Holder's right to full recourse against the Issuer hereunder, which right is expressly reserved.

11. Notations. Before disposing of this Note or any portion thereof, the Holder may make a notation thereon (or on a schedule attached thereto) of the amount of all principal payments previously made by the Issuer with respect thereto.

12. Governing Law. **IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE (WITHOUT REGARD TO THE CHOICE OF LAW OR CONFLICTS OF LAW PROVISIONS THEREOF) AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.**

13. Captions; Construction and Interpretation. The captions contained in this Note are for convenience of reference only, do not constitute a part of this Note and are not to be considered in construing or interpreting this Note. The Issuer and the Holder have each been represented by counsel in the negotiation and drafting of this Note, and neither the Issuer nor the Holder nor their respective counsel shall be deemed the drafter of this Note for purposes of


construing the provisions of this Note. All provisions of this Note shall be construed in accordance with their fair meaning, and not strictly for or against the Issuer or the Holder.

14. WAIVER OF JURY TRIAL. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE ISSUER AND THE HOLDER WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE ISSUER AND THE HOLDER DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, AND UNDERSTANDING THEY ARE WAIVING A CONSTITUTIONAL RIGHT, THE ISSUER AND THE HOLDER (BY ACCEPTANCE HEREOF) WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO, THIS NOTE OR THE TRANSACTIONS COMPLETED HEREBY.

15. Notices. All notices hereunder shall be given in accordance with Section 6.01 of the Security Agreement.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed and delivered by its duly authorized representative on the date first above written.

LOOPNET, INC., a California corporation

By: 
Name: WARREN R. LYONS
Title: PRESIDENT

FINANCING STATEMENT— FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
Sharli Colladay, Esq. Riordan & McKinzie 300 South Grand Avenue, 29th Floor Los Angeles, CA 90071	
D. OPTIONAL DESIGNATION (if applicable): <input type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> CONSIGNOR/CONSIGNEE <input type="checkbox"/> NON-UCC FILING	

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME LoopNet, Inc.			
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2650 18th Street, 1st Floor		CITY San Francisco	STATE COUNTRY POSTAL CODE CA USA 94110
1d. S.S. OR TAX I.D.#	OPTIONAL ADD'L INFO RE ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION California
			1g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME			
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
2d. S.S. OR TAX I.D.#	OPTIONAL ADD'L INFO RE ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			2g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME PropertyFirst.com, Inc.			
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1000 South Fremont Ave, Suite 11011		CITY Alhambra	STATE COUNTRY POSTAL CODE CA USA 91803

4. This FINANCING STATEMENT covers the following types or items of property:
See Exhibit A attached hereto and made a part hereof.

To be filed with the Secretary of State of California

5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions [additional data may be required]	7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable
6. REQUIRED SIGNATURE(S) LoopNet, Inc. <i>Robert S. Hull</i> By: Robert S. Hull Its: CFO	8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)
9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	

(1) FILING OFFICER COPY (2) ACKNOWLEDGMENT COPY (3) SEARCH REQUEST COPY (4) DEBTOR COPY (5) SECURED PARTY COPY

EXHIBIT A
TO
UCC-1 FINANCING STATEMENT

DEBTOR: LOOPNET, INC.

SECURED PARTY: PROPERTYFIRST.COM, INC.

Description of Collateral:

This financing statement covers all right, title, and interest of Debtor in, to, and under all of the Collateral (as defined below), whether now or hereafter owned by, owing to, or acquired by, consigned to, held by or under the care, custody or control of or arising in favor of, Debtor (including, without limitation, under any trade names, styles, or divisions of Debtor), and whether owned or consigned by or to, or leased by or to, Debtor, and wherever located.

"Account Debtor" means any person or entity who is obligated under an Account.

"Accounts" means all now existing and future: (a) accounts (as defined in the UCC) and any and all other receivables, including, without limitation, all accounts created by or arising from all of their sales of goods or rendition of services to their customers, and all accounts arising from sales or rendition of services made under any of their trade names or styles, or through any of their divisions; (b) any and all instruments (as defined in the UCC), documents (as defined in the UCC), contract rights (as defined in the UCC) and chattel paper (as defined in the UCC); (c) unpaid seller's rights (including rescission, replevin, reclamation and stoppage in transit) relating to the foregoing or arising therefrom; (d) rights to any goods represented by any of the foregoing, including rights to returned or repossessed goods; (e) reserves and credit balances arising hereunder; (f) guarantees or collateral for any of the foregoing; (g) insurance policies or rights relating to any of the foregoing; and (h) cash and non-cash proceeds of any and all the foregoing.

"Collateral" shall mean all present and future domestic Accounts, Equipment, Inventory, Documents of Title, General Intangibles and Other Collateral of the Grantor, whether now existing or hereafter acquired, and whether owned by, consigned to, held by, or under the care, custody, or control of Grantor and the products, profits, and rents of, dividends or distributions on, accessions to, and all Proceeds of any of the foregoing, regardless of whether the foregoing, or any portion of it, constitutes property as to which the UCC provides for the perfection of a Lien, and all rights and remedies applicable to such property, but excluding, in all events, Hazardous Materials.

"Deposit Account" means any demand, time, savings, passbook or similar account

maintained by any person or entity with any other bank or financial institution, except for (a) that certain deposit associated with the Grantor's real property lease for the property located at 590 York Street, San Francisco, California 94110, in the amount of \$224,406, held by Grantor's landlord Jan Michaels; and (b) that certain certificate of deposit securing the Grantor's payroll account, held at Silicon Valley Bank, in the amount of \$165,000, account number 8800051461.

"Documents of Title" shall mean all now existing and future documents (as defined in the UCC) including, without limitation all warehouse receipts, bills of lading, shipping documents, chattel paper, instruments and similar documents, all whether negotiable or not and all goods and Inventory relating thereto and all cash and non-cash proceeds of the foregoing.

"Environmental Laws" means any and all federal, state, local, and municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning, environmental protection matters, including Hazardous Materials, as now or hereafter in effect.

"Equipment" shall mean all, equipment (as defined in the UCC), machinery, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter acquired by the Grantor. The term Equipment shall include Fixtures.

"Fixtures" shall mean all items of Equipment, whether now owned or hereafter acquired, of the Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"General Intangibles" shall have the meaning set forth in the UCC and shall include, without limitation, all present and future right, title and interest in and to all Intellectual Property Collateral, customer lists, distribution agreements, supply agreements and tax refunds, together with all monies and claims for monies now or hereafter due and payable in connection with any of the foregoing or otherwise, and all cash and non-cash proceeds thereof.

"Hazardous Material" means any substance, material, or waste, the generation, handling, storage, treatment, or disposal of which is regulated by any governmental authority, or forms the basis of liability under any Environmental Law in any jurisdiction in which the Grantor has owned, leased, or operated real property or disposed of hazardous materials.

"Intellectual Property Collateral" means all of the following:

(a) Patents and patent applications and/or registrations, whether presently owned or hereafter acquired, together with the inventions and improvements described and claimed therein including, without limitation, the Patents and applications, if any, listed on

Schedule 1, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");

(b) Trademarks, trademark registrations and/or applications and tradenames, whether presently owned or hereafter acquired, including, without limitation, the trademarks and applications, if any, listed on **Schedule 2** attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");

(c) Any license agreement in which the Grantor is or becomes licensed to use any patents and/or trademarks or other intellectual property (including license rights) owned by a third party including, without limitation, the licenses, if any, listed on **Schedule 3** attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");

(d) The goodwill of the Grantor business connected with and symbolized by the Intellectual Property Collateral; and

(e) All cash and non-cash proceeds of the foregoing.

"Inventory" means all present and hereafter acquired inventory (as defined in the UCC) including, without limitation all merchandise, inventory and goods, and all additions, substitutions and replacements thereof, wherever located, together with all goods and materials used or usable in manufacturing, processing, packaging or shipping same; in all stages of production - from raw materials through work-in-process to finished goods - and all cash and noncash proceeds of the foregoing.

"Lien" shall mean, with regard to any asset or property, any mortgage, deed of trust, lien, pledge, encumbrance, charge or security interest in or on such asset or property.

"Obligations" shall have the meaning assigned to such term in the recitals of this Agreement.

"Other Collateral" shall mean all now owned and hereafter acquired Deposit Accounts; all cash and other monies and property; all now owned and after acquired investment property (as such term is defined in the UCC) (including all securities whether certificated or uncertificated, security accounts and security entitlements); all books, records, ledger cards, disks and related

data processing software at any time evidencing or containing information relating to any of the Collateral described herein or otherwise necessary or helpful in the collection thereof or realization thereon, and all cash and non-cash proceeds of the foregoing.

"Proceeds" means "proceeds," as such term is defined in the UCC, in any form including, without limitation: (a) any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral; (b) any and all proceeds of any insurance, indemnity, warranty, or guaranty payable to any person or entity from time to time with respect to any Collateral; (c) any and all payments (in any form whatsoever) made or due and payable to any person or entity from time to time in connection with any requisition, confiscation, condemnation, seizure, or forfeiture of any Collateral by any governmental authority (or any person or entity acting under color of governmental authority); (d) any claim of any person or entity against third parties for past, present, or future infringement or dilution of any intellectual property or for injury to the goodwill associated with any intellectual property; (e) any recoveries by any person or entity against third parties with respect to any litigation or dispute concerning any Collateral; and (f) any and all other amounts from time to time paid or payable under or in connection with any Collateral, upon disposition or otherwise.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of California; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of Secured Party's Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of California, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such attachment, perfection, or priority and for purposes of definitions related to such provisions.

**SCHEDULE 1
TO
EXHIBIT A
TO
UCC-1 FINANCING STATEMENT**

Patent Collateral

Data Processing System for Generating Messages About One or More Properties

Serial Number: 09/586,010

Filed Date: June 2, 2000

Status: Awaiting First Office Action from USPTO

Data Processing System for Loan Information

Serial Number: 09/499,952

Date Filed: February 8, 2000

Status: Awaiting First Office Action from USPTO

SCHEDULE 2
TO
EXHIBIT A
TO
UCC-1 FINANCING STATEMENT

Trademark Collateral

Trademark Name	Class	FileDate AppNumber	RegDate Reg Number	Status	Case Number
CUTTING EDGE	36, 42	15-Aug-0076/110,872		Filed	18630-TM 1010
GET INTO THE LOOP!	36	09-Mar-9975/656,419	11-Apr-00 2340750	Registered	18630-TM 1003
LOOPBID	36	25-May-9975/713,826		Aband Inst	18630-TM 1006
LOOPLEADS	36	25-May-9975/713,646		Allowed	18630-TM 1004
LOOPLENDER	36	09-Mar-9975/657,180		Allowed	18630-TM 1002
LOOPLINK	36	25-May-9975/713,841		Allowed	18630-TM 1005
LOOPNET	36	31-Jan-0075/906,785		Suspended	18630-TM 1008
LOOPNET & DESIGN (GLOBE)	36	20-Apr-9875/470,171	18-Jul-00 2367489	Registered	18630-TM 1001
LOOPNET AND DESIGN (BUILDINGS)	36	31-Jan-0075/906,677		Suspended	18630-TM 1009
MARKETNOW	36	31-Jan-0075/906,685		Filed	18630-TM 1007
WITH YOU EVERY SQUARE FOOT OF THE WAY	36, 42	31-Aug-0076/120,617		Filed	18630-TM 1011

**SCHEDULE 3
TO
EXHIBIT A
TO
UCC-1 FINANCING STATEMENT**

License Collateral

**GlobeSt.com, LLC
Inlumen, Inc. (formerly NewsAlert)
IPIX, Inc.
Register.com
First American Real Estate Services, LLC
SRC
Grubb & Ellis
Real Select, Inc.
Marcus & Millichap
Insignia/ESG
Colliers Macaulay Nicolls
Trammell Crow Company
Jones Lang LaSalle
National Association of Realtors
Prudential Real Estate Affiliates**