

03-22-2001

FORM PTO-1595

1-31-92



101644991 ONLY

U.S. DEPARTMENT OF COMMERCE

FR SHEET

Patent and Trademark Office

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

1. Name of conveying party(ies):
Silicon Valley Bank
3003 Tasman Dr. ~~HG150~~ HA155
Santa Clara, Ca. 95054

2. Name and address of receiving party(ies):
Name: **Prolink, Inc.**
Internal Address:

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

3. Nature of conveyance: **11-20-00**
 Assignment Merger
 Security Agreement Change of Name
 Other _ Release _____

Execution Date: 09/08/00

Street Address: **7970 Kyrene Rd.**
City: State: ZIP: **Tempe, AZ. 85283**
MKD 11/20/00
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):
If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)	B. Trademark No.(s)
76,029,408	
2,130,836	
75,476,970	
74,717,502	

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~~ HA155**
Street Address: **3003 Tasman Dr.**
City: **Santa Clara** State: **Ca** ZIP: **95054**


6. Total number of applications and trademark involved:
Total fee (37 CFR 3.41):\$ 115.00
 Enclosed
 Authorized to be charged to deposit account

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

12/12/2000 6TOM11 00000102 76029408
01 FC:481 40.00 OP
02 FC:482 75.00 OP

115E

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.


Signature

Name of Person Signing
Teresa Gomez

Date **11/10/00**

Total number of pages comprising cover sheet: **7**

OMB No 0651-0011 (exp 4/94)

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.

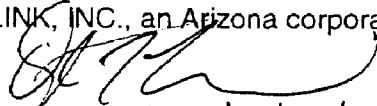
IN WITNESS WHEREOF, the parties have cause this Security Agreement to be duly executed by its officers and duly authorized as of the first date written above.

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:
Title:

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 (date)	(filing)

EXHIBIT C

Trademarks

<u>Description</u>	Registration/Serial/ Application <u>Number</u>	Registration/ Application <u>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.