

MMA
9-30-98

10-02-1998



FORM PTO-1594
(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100843313

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

1. Name of conveying party(ies):
Diva Communications, Inc.

Individual(s) citizenship:
General Partnership
Limited Partnership:
Corporation - State: California
Other:

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

3. Nature of Conveyance:
[] Assignment [] Merger
[X] Security Agreement [] Change of Name
[] Other

Execution Date: September 11, 1998

2. Name and address of receiving party(ies):
Name: **Silicon Valley Bank**
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 [x] No

ASSIGNMENT
98 SEP 30 10 50 AM '98
RECEIVED

4. Application number(s) or trademark number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,046,249
2,046,248

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Erin O'Brien
Internal Address: **GRAY CARY WARE & FREIDENRICH**
400 Hamilton Avenue
Palo Alto, California 94301

6 Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ **65.00**
[] Enclosed
[X] Authorized to be charged to deposit account

8. Deposit account number: 07-1907

(Attach duplicate copy of this page if paying by deposit account)

10/01/1998 JSNABAZZ 00000193 071907 2046249
01 FC:481 40.00 CH
02 FC:482 25.00 CH

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.

Erin O'Brien _____ September 29, 1998 _____
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records, Customer Services Counter
1213 Jefferson Davis Highway, 3rd Floor, Arlington, VA 22202

PA\827628.1
1190989-941500

TRADEMARK
REEL: 1794 FRAME: 0701

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 11, 1998 by and between SILICON VALEY BANK ("Bank") and DIVA COMMUNICATIONS, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are as set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein shall be cumulative and the exercise by Bank of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement, and the security interest in Intellectual Property Collateral granted shall terminate upon Grantor's repaying to Bank all amounts owing under the Loan Agreement.

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

GRANTOR:

Address of Grantor:

32930 Alvarado Niles Road
Suite 350
Union City, CA 94587

Attn: Craig London

DIVA COMMUNICATIONS, INC.

By: 

Title: CEO & PRESIDENT.

BANK:

Address of Bank:

3000 Tasman Drive
Santa Clara, CA 95054
Attn: Peter Kidder

SILICON VALLEY BANK

By: 

Title: SV

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application Date

PA819114.1
1190989-941500
09/11/98

TRADEMARK
REEL: 1794 FRAME: 0704

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application Date

METHOD AND APPARATUS TO
IMPROVE PSTN ACCESS TO
WIRELESS SUBSCRIBERS USING
LOW BIT RATE SYSTEM

5.742.640

June 21, 1998

PA819114.1
1190989-941500
09/11/98

TRADEMARK
REEL: 1794 FRAME: 0705

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>"DIVA COMMUNICATIONS"</u>	<u>2,046,249</u>	<u>March 18, 1997</u>
<u>"DIVA-2000"</u>	<u>2,046,248</u>	<u>March 18, 1997</u>

Assignor: DIVA COMMUNICATIONS, INC.
Assignee: SILICON VALLEY BANK

Enclosed: Intellectual Property Security
Agreement;

~~TRADEMARK~~ Recordation Cover Sheet;

File: 1190989-941500

Date Sent: SEPTEMBER 29, 1998