

04-15-1999



101010362

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4-15-99

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

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

Effective Date
Month Day Year
April 9, 1999

Conveying Party

Mark if additional names of conveying parties attached

Name **XING TECHNOLOGY CORPORATION**

Execution Date
Month Day Year
April 9, 1999

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization **California**

Receiving Party

Mark if additional names of receiving parties attached

Name **INTERNET INVESTORS I, LLC**

DBA/AKA/TA

Composed of

Address (line 1) **8910 Purdue Road**

Address (line 2) **Suite 230**

Address (line 3) **Indianapolis**

Indiana

46268

- Individual General Partnership Limited Partnership
- Corporation Association

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.)

Other **Limited Liability Company**

Citizenship/State of Incorporation/Organization **Indiana**

FOR OFFICE USE ONLY

04/22/1999 DNGUYEN 00000013 75458825

01 FC:481
02 FC:482

40.00 DP
350.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 1883 FRAME: 0275

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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)

<input type="text" value="75458825"/>	<input type="text" value="75497123"/>	<input type="text" value="75497122"/>
<input type="text" value="75459111"/>	<input type="text" value="75459102"/>	<input type="text" value="75458866"/>
<input type="text" value="75459104"/>	<input type="text" value="75458826"/>	<input type="text" value="75593987"/>

<input type="text" value="1771270"/>	<input type="text" value="1839301"/>	<input type="text"/>
<input type="text" value="1777485"/>	<input type="text" value="1845514"/>	<input type="text"/>
<input type="text" value="1833225"/>	<input type="text" value="2022619"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

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

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

Dawn Weekes Glenn, Esq.

Dawn Weekes Glenn

4/7/99

Name of Person Signing

Signature

Date Signed

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement"), dated as of April 9, 1999, is entered into by and between XING TECHNOLOGY CORPORATION, a California corporation (the "Company") and INTERNET INVESTORS I, LLC, an Indiana limited liability company (the "Investor").

RECITALS

A. Pursuant to that certain Secured Note and Warrant Purchase Agreement, by and between the Company and the Investor, of even date herewith (the "Purchase Agreement"), the Investor has agreed to purchase a Secured Promissory Note of the Company in the principal amount of Dollars (\$)) (the "Note").

B. As a condition precedent to the Investor's purchase of the Note, the Company has agreed to grant to the Investor a security interest in all of the properties and assets of the Company described more particularly below.

C. Pursuant to the Security and Pledge Agreement, dated July 26, 1998, by and between the Company and the Sumitomo Corporation ("Sumitomo"), the Company granted a security interest in its assets and properties to Sumitomo as collateral security for performance of its obligations to Sumitomo under certain indemnification agreements whereby the Company agreed to indemnify Sumitomo for any losses suffered by Sumitomo in relation to the giving by Sumitomo of two guaranties, dated May 29, 1998 and July ____, 1998, respectively by Sumitomo in favor of The Sumitomo Bank, Limited.

D. All capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Grant of Security Interest.** In order to secure the full and punctual payment of the Note in accordance with the terms thereof, the Company hereby grants to the Investor a continuing security interest in and to all of the assets and properties as described in Section 2 below, whether now owned or existing or hereafter acquired or arising, and regardless of where located (collectively, the "Collateral").
2. **Collateral.** The Collateral shall consist of all right, title and interest of the Company in and to the following:

2.1 All present and future accounts, general intangibles and other rights of the Company to the payment of money no matter how evidenced, all chattel paper, instruments and other writings evidencing any such right, and all goods repossessed or returned in connection therewith.

2.2 All inventory of the Company, now owned or hereafter acquired, and all raw materials, work in process, materials used or consumed in the Company's business and finished goods, together with all additions and accessions thereto and replacements therefor, and products thereof.

2.3 All equipment of the Company, now owned or hereafter acquired, including, without limitation, all machinery, tools, dies, blueprints, catalogues, computer hardware and software, furniture, furnishings and fixtures.

2.4 All documents and instruments of the Company, now owned or hereafter acquired, including, without limitation, securities, and all new, substituted and additional documents and instruments issued with respect thereto, all voting or other rights now or hereafter exercisable and all cash and noncash dividends and all other property now or hereafter receivable with respect to any of the foregoing.

2.5 All intellectual property rights ("Intellectual Property Rights") of the Company, now owned or hereafter acquired, including, but not limited to all of the following intangible legal rights, now or hereafter existing or applicable anywhere in the world, including those existing or acquired by ownership, license or other legal operation, whether or not filed, perfected, registered or recorded:

(a) all patents, patent applications, patent disclosures and related patent rights, including any and all preliminary applications, continuations, divisions, reissues, reexaminations, or extensions thereof which have been filed by any person or entity ("Person") or issued to any Person as of the date hereof or are in preparation (the "Patent Rights"), including, without limitation, all Patent Rights set forth in Exhibit "P" which is attached hereto and hereby incorporated herein (the "Patent Exhibit");

(b) all copyrights, whether or not registered, including all registrations and applications therefor, all moral rights relating thereto, and all extensions and renewals thereof (the "Copyright Rights"), including, without limitation, all Copyright Rights set forth in Exhibit "C" which is attached hereto and hereby incorporated herein (the "Copyright Exhibit");

(c) all trademarks, trade names and service marks, whether or not registered, including all registrations and applications therefor and all extensions and renewals thereof (the "Trademark Rights"), including, without limitation, all Trademark Rights set forth in Exhibit "T" which is attached hereto and hereby incorporated herein (the "Trademark Exhibit");

(d) all of the business goodwill in the Company, and the right to conduct the Company's business and sell the Company's products;

(e) all rights to technology and other intellectual or industrial property and proprietary rights;

(f) all software programs, including, without limitation, those listed on Exhibit 2.5 hereto (including all related applications and data files), their copyrights and the exclusive rights comprised in their copyrights;

(g) all related user documentation, enhancements, new versions, upgrades and error corrections, related utilities, development tools, instructional and diagnostic materials, design materials, coding and work in progress, their copyrights and the exclusive rights comprised in their copyrights;

(h) all now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world for as long as permissible under any federal or foreign copyright law or regulation, and all rights to make such applications and to renew and extend the same;

(i) all now existing and hereafter arising rights and licenses to make, have made, use and/or sell any items which embody any works covered by any of the foregoing;

(j) all now existing and hereafter arising right (but not the obligation) to register claims of copyrights under any state, federal or foreign copyright law or regulation;

(k) all now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing; and

(l) all rights relating to the protection of any of the foregoing, including, without limitation, all now existing and hereafter arising right (but not the obligation) to sue or make any claims in the name of the Company for past, present, and future infringement, misappropriation or unauthorized use of any of the foregoing.

2.6 All deposit accounts, now existing or hereafter arising, maintained in the Company's name with any financial institution and any and all funds at any time held therein.

2.7 All other property of the Company now or hereafter in the possession, custody or control of the Investor, and all property of the Company in which the Investor now has or hereafter acquires a security interest.

2.8 All now existing and hereafter acquired trade secrets, "know-how" and books and records (including, without limitation, customer lists, credit files, computer programs, printouts and

computer materials and records) relating to the foregoing Collateral and all equipment containing such trade secrets, "know-how" and/or books and records.

2.9 All business goodwill and the right to conduct business and sell Xing products.

2.10 All proceeds of the foregoing Collateral. For purposes of this Agreement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds are sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to income, royalties and damages, and all rights to payment, including return premiums, with respect to any insurance relating thereto.

3. **Representations and Warranties.** The Company hereby represents and warrants to the Investor as follows:

3.1 **Organization and Qualification.** The Company is duly organized and validly existing under the laws of the State of California, has the corporate power and authority to carry on its business and to enter into and perform this Agreement, and is qualified and licensed to do business in each jurisdiction in which such qualification or licensing is required.

3.2 **Due Authorization.** The execution, delivery and performance by the Company of this Agreement have been authorized by all necessary corporate action, and will not contravene the Articles of Incorporation of the Company or any law or governmental rule or order binding on the Company, nor violate any agreement or instrument by which the Company is bound, nor result in the creation of a lien or other encumbrance upon any property of the Company (other than Permitted Liens (as defined below)). The Company has duly executed and delivered this Agreement and this Agreement constitutes the legal, valid and binding obligation of the Company, enforceable in accordance with its respective terms (except as enforceability may be affected by bankruptcy, insolvency or other similar laws affecting the enforcement of creditor's rights and the effect of equitable principles whether applied in an action at law or a suit in equity), and this Agreement grants to the Investor a valid, first perfected and enforceable lien on the Collateral (other than with respect to Permitted Liens).

3.3 **Security Interests and Collateral.**

(a) The Company has good and marketable title to all of the Collateral free and clear of any liens, except for the security interest of the Investor and the Permitted Liens. For purposes of this Agreement, the term "Permitted Liens" means only those encumbrances: (i) disclosed on the Balance Sheet; (ii) identified on Schedule 4.8 of the Purchase Agreement; (iii) with respect to secured equipment financing or equipment lease transactions permitted by the Purchase Agreement; (iv) imposed by any governmental agency for charges not yet due or which are being contested in good faith and by appropriate proceedings; (v) pledges or deposits under workers' compensation or other employee-related legislation; and

(vi) cash deposits to secure performance of leases, surety and appeal bonds, and other obligations of a substantially similar nature incurred in the ordinary course of business.

(b) The Company has not performed any acts which would prevent the Investor from enforcing any of the terms of this Agreement or which would limit the Investor in any such enforcement. Except as set forth on Schedule 3.3(b), no Collateral is in the possession of any Person (other than the Company) asserting any claim thereto or security interest therein.

(c) The security interest constitutes a valid security interest under the Uniform Commercial Code in effect in the State of California (the "UCC") securing the Obligations. When UCC financing statements in the form specified in Exhibit A attached hereto shall have been filed in the offices of the Secretary of State for the State of California, the security interest shall constitute a fully perfected security interest in the Collateral to the extent that a security interest therein may be perfected by filing pursuant to the UCC, prior to all other liens and rights of others therein (other than with respect to the Permitted Liens).

(d) The Trademark Exhibit, the Patent Exhibit and the Copyright Exhibit (collectively, the "Intellectual Property Exhibits") and Exhibit 2.5 set forth a complete list of all Intellectual Property Rights necessary or useful in the conduct of the Company's business owned or controlled by, or licensed to, the Company as of the date hereof, throughout the world, which are material to the Company's business or financial condition; and the items set forth in the Intellectual Property Exhibits include (without limitation) all of the material Intellectual Property Rights in and to the software set forth in Exhibit 2.5.

3.4 **Litigation.** There are no actions, suits, claims or proceedings, pending or threatened against or affecting the Company, and no proceedings before any governmental body pending or threatened against the Company.

4. **Covenants of the Company.** The Company hereby covenants and agrees with the Investor, from and after the date of this Agreement until all of the Obligations are paid in full:

(a) to do all acts that may be necessary to maintain, preserve and protect the Collateral;

(b) not to use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement, or any applicable statute, regulation, or ordinance or any policy of insurance covering the Collateral;

(c) to pay promptly when due all taxes, assessments, charges, encumbrances and liens now or hereafter imposed upon or affecting any Collateral, except those that are contested in good faith and for which appropriate reserves have been established;

(d) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings deemed necessary or appropriate by the Investor to perfect, maintain and protect its security interest hereunder and the priority thereof;

(e) to appear in and defend any action or proceeding which may affect its title to or the Investor's interest in the Collateral;

(f) to keep separate, accurate and complete records of the Collateral and to provide the Investor with such records and such other reports and information relating to the Collateral as the Investor may reasonably request from time to time;

(g) not to surrender or lose possession of (other than to the Investor), sell, encumber, lease, rent, or otherwise dispose of or transfer any Collateral or right or interest therein except for Permitted Liens and as hereinafter provided, and to keep the Collateral free of all levies and security interests and of all other liens and charges except for Permitted Liens;

(h) to account fully for and promptly deliver to the Investor, in the form received, all documents, instruments and agreements constituting Collateral hereunder to the Investor as appropriate, and until so delivered all proceeds shall be held by the Company in trust for the Investor, separate from all other property of the Company and identified as the property of the Investor;

(i) not to sell, transfer, license or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so, other than the sale of inventory in the normal course of business;

(j) to advise the Investor promptly, in writing and in reasonable detail, at its address set forth in Section 9.2, of (i) any lien on, or claim asserted against, the Collateral, and (ii) the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interest created hereunder;

(k) to maintain in good repair and working order all property used in its business and from time to time to make all appropriate repairs and replacements thereof;

(l) to maintain, with insurers which the Company reasonably believes to be financially sound and reputable, insurance with respect to its property and business against loss or damage of the kinds and in reasonable amounts with respect to casualty or liability; and

(m) to comply with all federal, state and local laws, rules, regulations and orders applicable to the Company or its assets or business, including, without limitation, all environmental laws, rules, regulations and orders (including consent decrees and administrative orders).

5. **Authorized Action by the Investor.**

(a) **Powers Coupled with an Interest.** The Company hereby irrevocably appoints the Investor as its true and lawful attorney-in-fact to do (but the Investor shall not be obligated to and shall incur no liability to the Company or any third party for failure to do so), at any time and from time to time following the occurrence of an Event of Default which has not been expressly waived in writing by the Investor, any act which the Company is obligated by this Agreement to do, and to exercise such rights and powers as the Company might exercise with respect to the Collateral, including, without limitation, the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral; (c) insure, process and preserve the Collateral; (d) transfer the Collateral to its own or its nominee's name; and (e) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral. The Investor shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the Obligations or with respect to the Collateral.

(b) **Fees and Expenses.** The Company agrees to reimburse the Investor for any costs and expenses, including, without limitation, actual attorneys' fees, the Investor may incur while acting as the Company's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations secured hereby.

(c) **Standard of Care.** It is further agreed and understood between the parties hereto that such care as the Investor gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in the Investor's possession.

6. **Default and Remedies.**

(a) **Event of Default.** The Company shall be deemed in default under this Agreement upon the occurrence of an "Event of Default" under the Purchase Agreement (as the term "Event of Default" is defined in such Purchase Agreement); and the term "Event of Default" herein shall have the meaning set forth for that term in the Purchase Agreement.

(b) **Default Remedies.** Upon the occurrence of any Event of Default, and if such default is not cured within thirty (30) days after the occurrence thereof, the Investor may, at

its option and without notice to or demand on the Company, and in addition to all rights and remedies available to the Investor, at law or in equity or otherwise:

(i) foreclose or otherwise enforce the Investor's security interest in the Collateral in any manner permitted by law or equity or provided for in this Agreement;

(ii) sell or otherwise dispose of the Collateral or any part thereof at one or more public or private sales at the Investor's place of business or any other place or places, including, without limitation, any broker's board or securities exchange, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery on such terms and in such manner as the Investor may determine;

(iii) require the Company to assemble the Collateral and/or books and records relating thereto and make such available to the Investor at a place to be designated by the Investor;

(iv) recover from the Company all costs and expenses, including, without limitation, actual attorneys' fees and expenses, incurred or paid by the Investor in exercising any right, power or remedy provided by this Agreement or by law or equity;

(v) enter into property where any Collateral or books and records relating thereto are located and take possession thereof with or without judicial process; and

(vi) prior to the disposition of the Collateral, prepare it for disposition in any manner and to the extent the Investor deems appropriate.

(c) **Sale of Collateral.** The Company shall be given fifteen (15) Business Days' prior notice of the time and place of any public sale or of the time after which any private sale or other intended disposition is to be made, which notice the Company hereby agrees shall be deemed reasonable notice thereof. Upon any sale or other disposition pursuant to this Agreement, the Investor shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral or any portion thereof so sold or disposed of. Each purchaser at any such sale or other disposition (including the Investor) shall hold the Collateral free and clear from any claim or right of any kind whatsoever, including any equity or right of redemption of the Company and the Company specifically waives (to the fullest extent permitted by law) all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted.

(d) **Waiver of Hearing.** The Company expressly waives any constitutional or other right to a judicial hearing prior to the time the Investor takes possession or disposes of the Collateral upon the occurrence of an Event of Default as provided in Section 6 hereof.

8.3 **Severability.** If any provision of this Agreement is declared invalid or unenforceable by any court of competent jurisdiction, then it shall be adjusted to conform to legal requirements of that court and that modification shall automatically become a part of this Agreement. If no adjustment can be made, the provision shall be deleted as though never included in this Agreement and the remaining provisions of this Agreement shall remain in full force and effect unless such invalidity or unenforceability causes substantial deviation from the underlying intent of the parties expressed in this Agreement, in which case the parties shall replace the invalid or unenforceable provision with a valid or enforceable provision which corresponds as far as possible to the spirit and purpose of the invalid or unenforceable provision.

8.4 **Entire Agreement.** This Agreement and the documents referenced herein constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede any prior or contemporaneous agreement, whether oral or written, as to the subject matter hereof.

8.5 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8.6 **Governing Law.** This Agreement shall be governed, construed and interpreted in accordance with the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties.

8.7 **Section Headings.** The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or to be taken into consideration in the interpretation hereof.

[Remainder of Page Intentionally Left Blank]

STATE OF INDIANA)
) SS:
 COUNTY OF MARION)

Subscribed to and sworn before me, a Notary Public, in and for the said County and State,
 this 9th day of April, 1999.

Amy Edwards
 Signature

Amy J. Edwards
 Printed Notary Public

My Commission Expires:

8-22-99

County of Residence:

Marion

441830.9

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

XING TECHNOLOGY CORPORATION

By: [Signature]

Name: Hassan Miah

Title: C.E.O.

INTERNET INVESTORS I, LLC

By: MP3 Partners, LLC, as Manager

By: _____

Phillip E. Himmelstein, Member

STATE OF CALIFORNIA)
)
COUNTY OF SAN LUIS OBISPO)

On April 9, 1999, before me, Laura K. Reed, notary public, personally appeared Hassan Miah known to me — or — approved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~^{it} executed the same in his/~~her~~^{its} authorized capacity(ies), and that his/~~her~~^{its} signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Laura K. Reed
Signature of notary

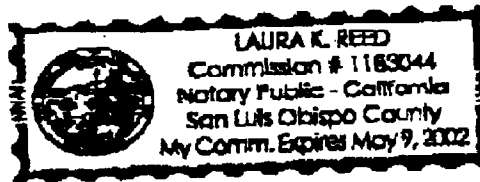


Exhibit 2.5**DESCRIPTION OF SOFTWARE****1. StreamWorks Player 3.10**

The StreamWorks Player provides full-screen, full-motion video over enterprise networks and remote serving applications at data rates ranging from 8kbps audio to 1.5Mbps full-screen video. Supported platforms include Windows 95, Windows NT and Macintosh.

2. StreamWorks Server 3.10

The StreamWorks Server provides the real-time transmission of MPEG audio and video data over any multicast and unicast enabled digital network, including the delivery of high data rate MPEG-I video for broadband applications, such as satellite broadcasts and cable connections. Supported platforms include Windows NT, Solaris, Irix, Linux, HP-UX and other UNIX platforms.

3. MPEGLive! Encoder 3.10

MPEGLive! Encoder products bring together universally recognized standards and protocols for producing live broadcasts of variable data rate digital audio and video streams over networked environments. With an audio only version also available, the MPEGLive! Encoder line represents a comprehensive solution for the creation and delivery of networked audio and video.

4. XingMPEG Player 3.30

Xing's best-selling software tool for the playback of high quality digital audio and video files. The XingMPEG Player brings full-screen, full-motion MPEG video and high precision, stereo audio to the desktop. Adherence to the industry standard MPEG-I specification for digital video allows the XingMPEG Player to achieve efficient audio and video playback while maintaining the highest level of quality through a wide range of playback capabilities. The new XingMPEG Player not only plays MPEG files from hard drives and VideoCDs, but now also plays MPEG files from local file servers and KaraokeCDs. Supported platforms include Windows 95 and Windows NT.

5. XingMPEG Encoder 2.20

An advanced software conversion tool for multimedia creators and Web developers. The Encoder allows video files (.avi), audio clips (.wav), and still images (.bmp, .jpg) to be compressed into MPEG format, and can re-encode existing MPEG files using different file parameters. The fastest software-based encoder available today, the XingMPEG Encoder works at unprecedented speeds on systems using Intel Pentium™ processors with MMX™ technology. Add in the ability to convert

QuickTime files into MPEG format, and the XingMPEG Encoder establishes itself as the premier solution for digital video creation. Supported platforms include Windows 95 and Windows NT.

6. XingDVD Player 1.0

A complete software solution for the navigation and playback of all DVD titles. Built upon years of innovation and development within the MPEG standard, the XingDVD Player represents Xing's continued commitment to providing high quality digital audio and video solutions for today's desktop computers. With the ability to decode full-screen full-motion MPEG-1 and MPEG-2 video data along with Dolby Digital (AC-3) audio, the XingDVD Player includes full DVD navigation capabilities to take advantage of the increased versatility of the DVD format. Available for Windows 95, Windows 98, Windows NT 4.0 and Windows NT 5.0.

7. Xing MP3 Encoder

8. MP3 Live! Encoder

9. Stream Works M23 Server

10. MLE-Live.2

11. AudioCatalyst 1.5

Schedule 3.3(b)

SECURITY INTERESTS AND COLLATERAL

1. Technology Escrow Agreement (2409006-0001-1921066), dated as of August 20, 1998, by and between Data Securities International, Xing Technology Corporation and Sumitomo Corporation.

**EXHIBIT "P"
PATENT EXHIBIT****United States Patent****5,394,349****Eddy****February 28, 1995****Fast inverse discrete transform using subwords for decompression of information****Abstract**

A method for imparting to a general purpose (CISC), or reduced instruction set (RISC), type of central processing unit (CPU; microprocessor) the characteristics and performance of an integer arithmetic digital signal processor (DSP) which executes instructions acting upon multiple ("S") data elements in parallel. The method is applicable to all finite mathematical computations wherein product and sum terms (for example) will never overflow $1/S$ fraction of total word width. "S" need not be a multiple of two, but the method is most useful when it is, such as in algorithms containing "butterfly" type computations. It may be used to advantage in the implementation of all discrete orthogonal transforms, and may be generalized to any size CPU word (e.g. 16-bit, 32-bit, 64-bit, etc.) subject only to limits imposed by the range of vector spaces being handled. Specific applications include single and multiple dimensional Discrete Cosine Transform for image compression, and real and complex Fast Fourier Transform for coding of audio and similar time sequence data.

Inventors: Eddy; Christopher R. (Arroyo Grande, CA)
Assignee: Xing Technology Corporation (Arroyo Grande, CA)
Appl. No.: 911824
Filed: July 10, 1992

U.S. Class: 364/725
Intern'l Class: G06F 007/38
Field of Search: 364/725-726

EXHIBIT "C"
COPYRIGHT EXHIBIT

XING TECHNOLOGY CORPORATION

COPYRIGHT REGISTRATIONS

<u>Name of Work</u>	<u>Registration No.</u>	<u>Registration Date</u>
VT-COMPRESS	TXu 453 387	January 7, 1991
VT-MOTION SCALABLE MPEG SOFTWARE	TX3 432 905	August 21, 1992

The Company filed copyright registration forms for the following software programs in December, 1998:

Xing DVD 1.0, DVD 2.01

XingMP3 Encoder 1.0

XingMP3 Encoder 1.01

EXHIBIT "T"
TRADEMARK EXHIBIT

<u>U.S. Mark</u>	<u>Class</u>	<u>Status</u>
XING	9	Registered through 5/18/2003 - number 1771270; Declaration of Continued Use and Incontestability due 5/18/99; being filed by Catherine McCualey Libert, Esq.
SCALABLE MPEG*	9	Registered through 6/15/2003 - number 1777485; Declaration of Continued Use and Incontestability due 6/15/99.
PICTURE PROWLER	9	Registered through 4/26/2004 - number 1833225; Declaration of Continued Use and Incontestability due 4/26/2000.
XINGIT!	9	Registered through 6/14/2004 - number 1839301; Declaration of Continued Use and Incontestability due 6/14/2000.
XINGSOUND	9	Registered through 7/19/2004 - number 1845514; Declaration of Continued Use and Incontestability due 7/19/2000.
STREAMWORKS	9	Registered through 12/10/2006 - 2022619; Declaration of Continued Use and Incontestability due 12/10/2002.
XING THE BIGGER PICTURE	9	Pending; Application number 75-458825, approved for publication 12/98, no notice received to date.
XING THE BIGGER PICTURE	42	Pending; Application number 75-459111; published 3/16/99; two weeks left in publication period.
X XING AND DESIGN	9	Pending; Application number 75-459104; published 3/16/99.
X XING AND DESIGN	42	Pending; Application number 75-497123; published 3/16/99.

**EXHIBIT "T"
TRADEMARK EXHIBIT**

X XING THE BIGGER PICTURE AND DESIGN	9	Pending; Application number 75-459102; published 3/16/99.
X XING THE BIGGER PICTURE AND DESIGN	42	Pending; Application number 75-458826; published 3/9/99.
X AND DESIGN	9	Pending; Application number 75-497122; published 3/16/99.
X AND DESIGN	42	Pending; Application number 75-458866; awaiting publication date, proposed date 4/6/99.
AUDIOCATALYST	9	Pending; Application number 75-593987; awaiting initial examination, not yet assigned.

<u>Other Countries Mark</u>	<u>Class</u>	<u>Country</u>	<u>Status</u>
STREAMWORKS	9	Canada	Registered through 4/27/2013; Registration number TMA493761.
STREAMWORKS	9	CTM**	Certificate of Registration received; Registration number 345777.
STREAMWORKS	9	Japan	Registered through 2/13/2008; Registration number 4114942.
XING	9	Canada	Registered through 2/24/2013; Registration number TMA490469.
XING	9	CTM**	Registration fee paid; awaiting Certificate of Registration; Application number 346- 452. Expected first two weeks of April, 1999.

* Mark is registered on the Supplemental Register

** CTM = Community Trade Mark; registration covers all fifteen European Union member states