

MED
4.3.00



To the Honorable Commissioner of

attached original documents or copy thereof.

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

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **10/18/99**

2. Name and address of receiving party(ies):

Name: Silicon Valley Bank
 Internal Address: Loan Documentation HG150
 Street Address: 3003 Tasman Drive
 City: Santa Clara State: Ca ZIP: 95054

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **California**
- Other

If assignee is not domiciled in the United States, domestic representative designation is attached

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

OPR/FINANCE
200 APR - 3 PM 12/23

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)			
2,291,777	1,749,898	75/632,109	75/632,110
75/614,228	75/614,287	75/614,286	74/573,768
75/639,194	75/614,290	75/639,195	75/616,381
74/487,151	74/159,333		

B. Trademark Registration No.(s)

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
 Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: **14**

7. Total fee (37 CFR 3.41):\$ **365.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

04/28/2000 JSHABAZZ 00000187 2291777
 01 FC:481 40.00 DP
 02 FC:482 325.00 DP

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.

Josephine M. Carino
Name of Person Signing

Josephine M. Carino
Signature

3/13/00
Date

Total number of pages comprising cover sheet: 7

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 18, 1999 by and between SILICON VALLEY BANK ("Bank") and Miralite 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 October 18, 1999 (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, Patents, and Mask Works 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, 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 Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those 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 or in the Loan Agreement or any of 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 Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

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.

Address of Grantor:

15872 BARDEEN AVENUE

4041 Mac Arthur Blvd., Suite 490

Newport Beach, CA 92660

IRVINE, CA 92612

Attn: _____

GRANTOR:

Miralite Communications, Inc.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

Address of Bank:

38 Technology Drive, Suite 150

11300 Rockville Place

Irvine, CA 92618

Attn: DAN McBreger

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Virtual Generator	2,291,777	11/9/99
Spaceline	1,749,898	2/2/93
Mediapipe	75/632,109	1/29/99
Mediapipe	75/632,110	1/29/99
Anytime Radio	75/614,228	12/31/98
Anytime Audio	75/614,287	12/31/98
Anytime Video	75/614,286	12/31/98
Design Only	74/573,768	9/19/95
TV Anytime	75/639,194	2/9/99
Anytime TV	75/614,290	12/31/98
TV Anytime Dot Com	75/639,195	2/9/99
BIT Central	75/616,381	1/6/99
View.Topia	74/487,151	11/14/95
Miralite	74/159,333	2/25/92

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date