

MRO
5-24-00

06-30-2000

FORM PTO-1594
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101393637

To the Honorable Commissioner of Patents and Trademarks

Original documents or copy thereof.

1. Name of conveying party(ies):

LOUDEYE TECHNOLOGIES, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

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

3. Nature of Conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: May 17, 2000

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

Name: IMPERIAL BANK

Address: 5330 CARILLON POINT

City: KIRKLAND State: WA Zip: 98033

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California chartered bank

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 No

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

A. Trademark Application No.(s)

See attached sheet

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: Erin O'Brien

Internal Address: GRAY CARY WARE & FREIDENRICH
400 Hamilton Avenue
Palo Alto California 94301

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

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

May 23, 2000

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: [7]

Mail Documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office, Office of Public Records

1213 Jefferson Davis Highway, 3rd Floor

Arlington, VA 22202

06/30/2000 JJALLAH2 00000013 75878139

01 FC:481
02 FC:482

40.00 DP
325.00 DP

PA\10034959.1
1090371-937500

TRADEMARK
REEL: 002094 FRAME: 0095

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Mediaupgrade.com	75/878,139	12/21/99
Mediaupgrade.com	75/878,137	12/21/99
Mediaupgrade.com	75/878,135	12/21/99
Mediaupgrade.com	75/878,132	12/21/99
Myslideshow	75/876,719	12/20/99
Myslideshow	75/876,718	12/20/99
Myslideshow.com	75/876,717	12/20/99
Myslideshow.com	75/876,706	12/20/99
Loudeye	75/874,003	12/17/99
The power behind the play button (Design only)	75/872,565	12/15/99
Encoding.com	75/821,702	10/13/99
Encoding.com	75/821,701	10/13/99
Media syndicator pro	75/781,679	08/23/99
Media syndicator	75/781,678	08/23/99

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 17, 2000 by and between IMPERIAL BANK ("Bank") and LOUDEYE TECHNOLOGIES, INC., a Delaware corporation, formerly known as Encoding.com, 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 Amended and Restated 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).

B. 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.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Exhibits A, B and C 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused 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:

414 Olive Way, Suite 300
Seattle, WA 98101

Attn: Larry Culver

LOUDEYE TECHNOLOGIES, INC.

By: 

Title: CFO

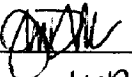
BANK:

IMPERIAL BANK

Address of Bank:

5330 Carillon Point
Kirkland, WA 98033

Attn: Julia Doke

By: 

Title: AVP

EXHIBIT A

Copyrights

Registration
Number

Registration
Date

Description

EXHIBIT B

As of the date of this letter, no patent applications that have been filed for Loudeye Technologies, Inc. have issued to patents.

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Distributed Production System for Digitally Encoding Information	09/499,961	2/11/99
Media Distribution System	09/503,001	2/11/99
System for Automated Comprehensive Remote Servicing for Media Information	09/502,627	2/11/99
Digital Remote Recorder	09/502,377	2/11/99
Voice Email System	09/502,161	2/11/99

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Mediaupgrade.com	75/878,139	12/21/99
Mediaupgrade.com	75/878,137	12/21/99
Mediaupgrade.com	75/878,135	12/21/99
Mediaupgrade.com	75/878,132	12/21/99
Myslideshow	75/876,719	12/20/99
Myslideshow	75/876,718	12/20/99
Myslideshow.com	75/876,717	12/20/99
Myslideshow.com	75/876,706	12/20/99
Loudeye	75/874,003	12/17/99
The power behind the play button (Design only)	75/872,565 75/821,702	12/15/99 10/13/99
Encoding.com	75/821,701	10/13/99
Media syndicator pro	75/781,679	08/23/99
Media syndicator	75/781,678	08/23/99