

08-04-2000

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

101422805

08/03/2000 11:10:00

7.13.00

OFFICE

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

06/16/00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

04/09/99

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

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.)

- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

08/03/2000 NTHAI1 00000134 74528010

01 FC:481  
02 FC:482

40.00 DP  
75.00 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

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TRADEMARK  
REEL: 002114 FRAME: 0832

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name	XXX
Address (line 1)	XXX
Address (line 2)	XXX
Address (line 3)	XXX
Address (line 4)	XXX

**Correspondent Name and Address**

Area Code and Telephone Number

(650) 494-0600

Name	R. J. Heher, Esq.
Address (line 1)	Fenwick & West LLP
Address (line 2)	Two Palo Alto Square
Address (line 3)	Palo Alto, CA 94306
Address (line 4)	U.S.A.

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

# 07

**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).

Trade Application Number(s)			Registration Number(s)		
74/528,010	XXX	XXX	2,057,677	XXX	XXX
74/420,594	XXX	XXX	2,074,118	XXX	XXX
XXX	XXX	XXX	XXX	XXX	XXX

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

# 04

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$115.00

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:

# 50-0261

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.

Susan M. Marsh

*Susan M. Marsh*

07/13/00

Name of Person Signing

Signature

Date Signed

TERMINATION AND RELEASE OF SECURITY INTEREST

This Termination and Release of Security Interest (this "**Agreement**") is made as of April 7, 1999, by and between ICTV INC, a Delaware corporation having its principal place of business at 14600 Winchester Blvd., Los Gatos, CA 95030 (the "**Company**"); and INTERNATIONAL BUSINESS MACHINES CORPORATION, having an office at Building 001, P.O. Box 12195, Research Triangle Park, NC 27709 (the "**Secured Party**").

**WHEREAS**, the Company, the Secured Party, Gary Lauder and Cox Cable Holdings, Inc. entered into a Secured Bridge Loan Agreement dated as of May 30, 1995 (the "**Loan Agreement**");

**WHEREAS**, to secure certain loans made to the Company by the Secured Party, Gary Lauder and Cox Cable Holdings, Inc. under the Loan Agreement, the Company and such parties entered into a (1) a Security Agreement dated as of May 30, 1995 (the "**Security Agreement**"); (2) a Grant of Security Interest (Patents) dated as of May 30, 1995 and recorded in the U.S. Patent and Trademark Office at Reel 7558, Frame 0364 (the "**Patent Agreement A**"); and (3) a Grant of Security Interest (Trademarks) dated as of May 30, 1995 and recorded in the U.S. Patent and Trademark Office at Reel 1362, Frame 0275 (the "**Trademark Agreement A**");

**WHEREAS**, the Company, the Secured Party, Gary Lauder, Leonard Lauder and Cox Cable Holdings, Inc. entered into an Amended and Restated Secured Bridge Loan Agreement dated as of October 13, 1995 (as amended by that certain Amendment to Bridge Loan Agreements made as of December 29, 1995, that certain Second Amendment to Bridge Loan Agreements made as of January 25, 1995, that certain Third Amendment to Bridge Loan Agreements made as of February 7, 1996, that certain Fourth Amendment to Bridge Loan Agreements made as of March 22, 1996, that certain Fifth Amendment to Bridge Loan Agreements made as of June 27, 1996, and that certain Sixth Amendment to Bridge Loan Agreements made as of September 27, 1996 (collectively, the "**Amendments**"), the "**Amended and Restated Loan Agreement**"), which amended and restated the Loan Agreement;

**WHEREAS**, to secure certain loans made to the Company by the Secured Party, Gary Lauder, Leonard Lauder and Cox Cable Holdings, Inc. under the Amended and Restated Loan Agreement, the Company and such parties entered into an Amended and Restated Security Agreement dated as of October 13, 1995 (as amended by the Amendments, the "**Amended and Restated Security Agreement**"), which amended and restated the Security Agreement, and the Company and Leonard Lauder entered into (1) a Grant of Security Interest (Patents) dated as of October 13, 1995 and recorded in the U.S. Patent and Trademark Office at Reel 7732, Frame 0652 (the "**Patent Agreement B**"), and (2) a Grant of Security Interest (Trademarks) dated as of October 13, 1995 and recorded in the U.S. Patent and Trademark Office at Reel 1407, Frame 0836 (the "**Trademark Agreement B**");

**WHEREAS**, International Business Machines Corporation has previously assigned to Gary Lauder all of the obligations owed by the Company to International Business Machines Corporation under the Loan Agreement, the Amended and Restated Loan Agreement, the Security Agreement, the Amended and Restated Security Agreement, the Patent Agreement A, the Patent Agreement B, the Trademark Agreement A and the Trademark Agreement B;

**WHEREAS**, the Secured Party agrees to release its security interest in the Collective Collateral (as defined below) and terminate all of its rights under the Security Agreement, the Amended and Restated Security Agreement, the Patent Agreement A, the Patent Agreement B, the Trademark Agreement A and the Trademark Agreement B.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

### **1. Defined Terms**

The parties agree to the definition of the below terms:

a. **“Collective Security Agreements”** means collectively the Security Agreement, the Amended and Restated Security Agreement, the Patent Agreement A, the Patent Agreement B, the Trademark Agreement A and the Trademark Agreement B.

b. **“Collective Collateral”** means collectively, all of the “Collateral” defined in the Security Agreement, all of the “Collateral” defined in the Amended and Restated Security Agreement, all of the “Patents” defined in the Patent Agreement A, all of the “Patents” defined in the Patent Agreement B, all of the “Trademarks” defined in the Trademark Agreement A and all of the “Trademarks” defined in the Trademark Agreement B. The Collective Collateral includes, without limitation, (1) all of the Company’s right, title and interest in, to and under each patent and patent application listed in Exhibit A hereto, including without limitation all proceeds thereof, 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 and (2) all of the Company’s right, title and interest in, to and under each trademark and trademark application listed in Exhibit B hereto, including without limitation all proceeds thereof, 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, the goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application, and all general intangibles and intellectual property related to or necessary for, but not limited to, the production, processing, packaging, preservation, manufacture and storage of the Company’s products.

## **2. Termination and Release**

a. The Secured Party hereby confirms and acknowledges that the "Secured Obligations", as that term is defined in each of the Security Agreement and the Amended and Restated Security Agreement, have been paid and performed in full.

b. The Secured Party hereby releases, discharges, and terminates all right, title, and interest (including, but not limited to, any and all assignments, conveyances, mortgages, pledges, hypothecations, transfers, and security interests granted to the Secured Party under the Collective Security Agreements) the Secured Party has in, to or under the Collective Collateral, and any such right, title and interest of the Secured Party hereby ceases and becomes void. The Secured Party and the Company hereby agree that all of the Secured Party's rights and obligations under, and interests in, the Collective Security Agreements hereby terminate in full and are of no further force or effect effective as of the date of this Agreement.

c. The Secured Party hereby agrees to execute any instrument, to take any other action and to give any further assurances that the Company reasonably requests to terminate any right, title or interest the Secured Party may have in the Collective Collateral pursuant to the Collective Security Agreements.

d. The Secured Party acknowledges and agrees that the Company and its successors and assigns may rely on this Agreement and record a copy of this Agreement in the U.S. Patent and Trademark Office and elsewhere as may be necessary or desirable to give full effect hereto.

e. The Secured Party acknowledges and agrees that under the Collective Security Agreements, the Secured Party had only a security interest (which is hereby discharged, terminated and released) in the Collective Collateral and at no time was ownership, or any other rights besides a security interest, in the Collective Collateral conveyed, assigned, or licensed by the Company to the Secured Party.

## **3. Miscellaneous**

a. This Agreement and all obligations of the Secured Party hereunder shall be binding on the successors and assigns of the Secured Party and inure to the benefit of the Company and its successors and assigns.

b. This Agreement will be governed and construed in accordance with the laws of the State of California, without regard to or application of choice of law rules or principles.

c. This Agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together constitute one agreement. This Agreement may be executed by the attachment of signature pages which have been previously executed.

d. If any paragraph or provision in this Agreement shall be deemed void or invalid as a matter of law, the remaining paragraphs or provisions of this Agreement shall nevertheless remain in force.

e. This Agreement represents the full and complete agreement and understanding of the parties hereto with respect to the subject matter hereof. Any amendment or waiver of the terms and provisions of this Agreement must be in writing and executed by the parties hereto.

f. The headings contained in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

g. All rights and remedies provided herein are cumulative and none will exclude any other right or remedy permitted herein by law.

IN WITNESS WHEREOF, the Company and the Secured Party have caused this Agreement to be executed by their duly authorized officers thereunto as of the date first set forth above.

**ICTV Inc.**

**INTERNATIONAL BUSINESS  
MACHINES CORPORATION**

By: \_\_\_\_\_

By: Frederic J. Glasgow

Name: \_\_\_\_\_

Name: FREDERICK J. GLASGOW SR.

Title: \_\_\_\_\_

Title: Controller

Date: \_\_\_\_\_

Date: 4/9/99

**Exhibit A**  
**U.S. PATENTS**

<b>Patent No.</b>	<b>Title</b>	<b>Issue Date</b>
4,509,073	Two-way Cable Television System	4/2/85
5,093,718	Interactive Home Information System	3/3/92
5,220,420	Interactive Home Information System for Distributing Compressed Television Programming	6/15/93
5,361,091	Interactive Home Information System for Distributing Video Picture Information to Television Viewers Over a Fiber Optic . . .	11/1/94
5,319,455	System for Distributing Customized Commercials to Television Viewers	6/7/94

**Exhibit B**

**U.S. Trademarks and Trademark Applications**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
ISX	2,074,118	6/24/97
CDSL	2,057,677	4/29/97

<b>Mark</b>	<b>App. Serial No.</b>	<b>Abandoned Date</b>
ADSTACK	74/420,594	8/17/96
ICTV	74/528,010	2/28/97



c. This Agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together constitute one agreement. This Agreement may be executed by the attachment of signature pages which have been previously executed.

d. If any paragraph or provision in this Agreement shall be deemed void or invalid as a matter of law, the remaining paragraphs or provisions of this Agreement shall nevertheless remain in force.

e. This Agreement represents the full and complete agreement and understanding of the parties hereto with respect to the subject matter hereof. Any amendment or waiver of the terms and provisions of this Agreement must be in writing and executed by the parties hereto.

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g. All rights and remedies provided herein are cumulative and none will exclude any other right or remedy permitted herein by law.

IN WITNESS WHEREOF, the Company and the Secured Party have caused this Agreement to be executed by their duly authorized officers thereunto as of the date first set forth above.

ICTV Inc.

INTERNATIONAL BUSINESS MACHINES CORPORATION

By: William R Zelella

By: \_\_\_\_\_

Name: WILLIAM R. ZELELLA

Name: \_\_\_\_\_

Title: VP FINANCE & CFO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_