

10-19-2000



101491564

To the Honorable Commissioner of Patents and Trademarks

documents or copy thereof.

1. Name of conveying party(ies):
Wavephore, Inc. now known as Wcwo, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other
 Additional name(s) of conveying party(ies) attached? Yes No

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____ 4
 Execution Date: 10/14/97

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Indiana**
 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 No

4. Application number(s) or trademark number(s):
 A. Trademark Application No.(s)
 75/204,140 74/726,989 75/220,266 75/227,317 75/227,434
 75/227,433 75/227,432 75/227,442 75/227,446 75/227,435
 75/227,322 75/227,323 75/227,268 75/227,439 75/227,440
 75/227,441 75/243,205 75/243,355 75/244,215 75/262,720
 75/262,721 75/257,480 75/257,774 75/269,034 75/269,041
 75/269,042 75/269,043 75/269,044 75/269,045 75/284,086

B. Trademark Registration No.(s)
 75/284,088 75,299,695 75/341,080 75/096,038 1,721,055
 1,834,451 1,985,298
 MRD 10-14-00

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: **37**
 7. Total fee (37 CFR 3.41):\$ **940.00**
 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

10/18/2000 NTHAI1 00000230 75204140
 01 FC:481 40.00 DP
 02 FC:482 900.00 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 *Josephine M. Carino* 7/11/00
 Name of Person signing Signature Date

Total number of pages comprising cover sheet: 7

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 14, 1997 by and between SILICON VALLEY BANK ("Bank") and WAVEPHORE, INC., ("Grantor").

RECITALS

now known as WAVO CORPORATION

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 (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.

GRANTOR:

WAVEPHONE, INC.,

now known as
WANO CORPORATION

Address of Grantor:

3311 North 44th Street
Phoenix, AZ 85018

Attn: Mr. Kenneth Swenson

By: *Kenneth D. Swenson*

Title: *Executive V.P. & CFO*

BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054

Attn: Mr. Kevin Conway

By: *Steph L. Dadd*

Title: *Sr Vice President*

EXHIBIT A

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

None Registered

EXHIBIT B

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

WAVEPHORE

U.S. Patent Matters - Pending and Issued As of October 9, 1997

Title:	Serial No./ Patent No.	Filing Date/ Grant Date	Status: Pending/Issued	Our Docket No.
High Performance Data Tuner for Video Systems	08/249,017	5/25/94	Pending	29410.0100
Network for Retrieval and Video Transmission of Information	08/739,497	10/28/96	Pending	29410.0217
High Speed Cable TV Data Network (Divisional of 07/947,134)	08/224,740	4/8/94	Pending	29410.0500
Software Controlled Adaptive Delta Modulator (Divisional of 07/748,023)	08/393,173	2/23/95	Pending	29410.0700
Symbol Synchronized Data Broadcasting System	08/537,266	9/29/95	Pending	29410.0800
Direct Data Tuner	08/631,266	4/12/96	Pending	29410.1000
Ghost Cancelor	08/631,346	4/12/96	Pending	29410.1500
Method and System for Decoding Data in a Signal	08/841,794	5/5/97	Pending	29410.7000
High Speed VBI Communication System (Provisional Application)	Not yet assigned	7/17/97	Pending	29410.7100
Cable TV Encoder System	5,587,743	12/24/96	Issued	29410.0300
Cable TV Data Network Tuner	5,572,247	11/5/96	Issued	29410.0600
Analog To Digital and Digital to Analog Signal Processors	5,021,786	6/4/91	Issued	29410.1600
Analog to Digital and Digital to Analog Signal Processors	5,124,706	6/23/92	Issued	29410.1700

Title:	Serial No./ Patent No.	Filing Date/ Grant Date	Status: Pending/Issued	Our Docket No.
Bandwidth Compression and Expansion System	5,184,218	2/2/93	Issued	29410.1800
Waveform Modulation and Demodulation Methods and Apparatus	5,200,715	4/6/93	Issued	29410.1900
Transmitting Data with Video	5,327,237	7/5/94	Issued	29410.2000
Digitally Controlled Adaptive Slew Rate Delta Modulator	5,208,595	5/4/93	Issued	29410.2100
Midlevel Carrier Modulation and Demodulation Techniques	4,989,219	1/29/91	Issued	29410.2200
Data with Video Transmitter	5,387,941	2/7/95	Issued	29410.2300
Software Controlled Adaptive Delta Modulator	5,457,714	10/10/95	Issued	29410.2400
Timing Control. for Injecting a Burst and Data Into a Video System	5,410,360	4/25/95	Issued	29410.2500
Transmitting a Secondary Signal with Dynamic Injection Level	5,559,559	9/24/96	Issued	29410.2600
System for Transparent Transmission and Reception of a Secondary Data Signal with a Video Signal in the Video Band	5,557,333	9/17/96	Issued	29410.2800
TV Facsimile Transmission System	5,666,168	9/9/97	Issued	29410.0400
Filter By-Pass for Transmitting an Additional Signal with a Video Signal	5,617,148	4/1/97	Issued	29410.2700

WAVEPHORE

Foreign Patent Matters - Pending and Issued
As of October 9, 1997

Country:	Title:	App. No./ Patent No.	Filing Date/ Grant Date	Status: Pending/Issued /Completed	Our Docket No.
Canada	Transmitting Data with a Video Signal	2,111,310	5/4/92	Pending	29410.2003
Europe	Transmitting Data with Video	92911989.1	5/4/92	Pending	29410.2005
Japan	Transmitting Data with Video	5-500853	5/4/92	Pending	29410.2010
S. Korea	Transmitting Data with a Video Signal	703878/93	5/4/92	Pending	29410.2011
PCT	Transmitting Data with a Video Signal	PCT/US92/03711	5/4/92	Completed	29410.2016
Canada	Filter By-Pass for Transmitting an Additional Signal with a Video Signal	2,164,830	6/10/94	Pending	29410.2703
Europe	Filter By-Pass for Transmitting an Additional Signal with a Video Signa	94920725.2	6/10/94	Pending	29410.2705
Japan	Filter By-Pass for Transmitting an Additional Signal with a Video Signa	HEI 7-502148	6/10/94	Pending	29410.2710
S. Korea	Filter By-Pass for Transmitting an Additional Signal with a Video Signa	705657/95	6/10/94	Pending	29410.2711
PCT	Filter By-Pass for Transmitting an Additional Signal with a Video Signa	PCT/US94/06627	6/10/94	Complete	29410.2716

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EXHIBIT C

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

WAVEPHORE

U.S. Trademark Matters - Pending and Registered As of October 9, 1997

Mark:	Serial No./ Registration No.	Filing Date/ Registration Date	Status: Pending/Issued	Our Docket No.
PYRAMID Logo	75/204,140	11/25/96	Pending	29410.4600
TV-TI	74/726,989	9/11/95	Pending	29410.5500
WAVETOP	75/220,266	12/26/96	Pending	29410.5600
SMARTTOP	75/227,317	1/17/97	Pending	29410.5700
LIVETOP	75/227,434	1/17/97	Pending	29410.5800
RADIOTOP	75/227,433	1/17/97	Pending	29410.5900
ACTIVETOP	75/227,432	1/17/97	Pending	29410.6000
KIDSTOP	75/227,442	1/17/97	Pending	29410.6100
NEWSTOP	75/227,446	1/17/97	Pending	29410.6200
WEATHERTOP	75/227,435	1/17/97	Pending	29410.6300
GAMETOP	75/227,322	1/17/97	Pending	29410.6400
TVTOP	75/227,323	1/17/97	Pending	29410.6500
MOVIETOP	75/227,268	1/17/97	Pending	29410.6600
VIDEOTOP	75/227,439	1/17/97	Pending	29410.6700
FAMILYTOP	75/227,440	1/17/97	Pending	29410.6800
GUIDETOP	75/227,441	1/17/97	Pending	29410.6900
ONLINETOP	75/243,205	2/18/97	Pending	29410.7300
MYTOP	75/243,355	2/18/97	Pending	29410.7200
W and Design	75/244,215	2/19/97	Pending	29410.7400
WAVESERVER	75/262,720	3/12/97	Pending	29410.4500
WAVECEIVER	75/262,721	3/12/97	Pending	29410.4400
WAVEPHORE Logo	75/257,480	3/14/97	Pending	29410.4800
WAVEPHORE (Wordmark)	75/257,774	3/14/97	Pending	29410.4700
STOCKTOP	75/269,034	4/3/97	Pending	29410.7500
PARENTTOP	75/269,041	4/3/97	Pending	29410.7900

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Mark:	Serial No./ Registration No.	Filing Date/ Registration Date	Status: Pending/Issued	Our Docket No.
SPORTSTOP	75/269,042	4/3/97	Pending	29410.8000
QUOTETOP	75/269,043	4/3/97	Pending	29410.7600
WOMENSTOP	75/269,044	4/3/97	Pending	29410.7800
COOKTOP	75/269,045	4/3/97	Pending	29410.7700
EDUTOP	75/284,086	4/30/97	Pending	29410.8100
FUNTOP	75/284,088	4/30/97	Pending	29410.8200
TECHTOP	75/299,695	5/28/97	Pending	29410.8300
CYBRARIAN	75/341,080	8/14/97	Pending	29410.8400
WAVEPHORE NEWSCAST	75/096,038	9/4/97	Pending	29410.8500
INTERCEIVER	Not yet filed	Not yet filed	Awaiting signed application for filing	29410.8600
WAVEPHORE	1,721,055	9/29/92	Registered	29410.4300
AUDIO 2000	1,834,451	5/3/94	Registered	29410.5200
TVT1/4	1,985,298	7/9/96	Registered	29410.5300

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WAVEPHORE

Foreign Trademark Matters - Pending and Registered As of October 9, 1997

Mark/ Country:	Serial No./ Registration No.	Filing Date/ Registration Date	Status: Pending/Issued	Our Docket No.
WAVETOP Australia	737775	6/26/97	Pending	29410.5601
WAVETOP Canada	849,171	6/26/97	Pending	29410.5603
WAVETOP Germany	397 29 584.7	6/26/97	Pending	29410.5607
WAVETOP Japan	Not yet assigned	7/18/97	Pending	29410.5610
WAVETOP United Kingdom	2137113	6/26/97	Pending	29410.5621
WAVETOP Logo Australia	741813	8/18/97	Pending	29410.7401
WAVETOP Logo Canada	853,594	8/15/97	Pending	29410.7403
WAVETOP Logo Germany	397 39 576.0	8/19/97	Pending	29410.7407
WAVETOP Logo Japan	Not yet assigned	8/19/97	Pending	29410.7410
WAVETOP Logo United Kingdom	2142402	8/18/97	Pending	29410.7421
WAVEPHORE (Wordmark) Canada	856,020	9/15/97	Pending	29410.4703
WAVEPHORE (Wordmark) Japan	Not yet assigned	9/16/97	Pending	29410.4710
WAVEPHORE (Wordmark) United Kingdom	Not yet assigned	9/15/97	Pending	29410.4721
WAVEPHORE Logo Canada	856,021	9/15/97	Pending	29410.4803
WAVEPHORE Logo Japan	Not yet assigned	9/16/97	Pending	29410.4810
WAVEPHORE Logo United Kingdom	Not yet assigned	9/15/97	Pending	29410.4821

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