

10-27-2000



FORM PTO-
1-31-92

Re

REC

101498145

ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

002218

1. Name of conveying party(ies):

Lightningcast, Inc. 10-16-00

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

Execution Date: 7/15/00

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
- 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)

75/800764 75/916297
75/800766 75/916287
75/800763
75/800765
75/916294
75/916295

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: 8

7. Total fee (37 CFR 3.41):\$ 215.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 3300210071

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

DO NOT USE THIS SPACE

09/14/2000 JJALLAHE 00000070 75800764

01 FC:481

02 FC:482

9. Statement and signature.

40.00 OP
175.00 OP

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.

Athana Rankenbauer
Name of Person Signing

Signature

Date 8/1/00

Total number of pages comprising cover sheet:

OMB No 0651 -0011 (exp 4/94)

TRADEMARK
REEL: 002162 FRAME: 0815

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 15, 2000 by and between SILICON VALLEY BANK ("Bank") and LIGHTNINGCAST, 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 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

Silicon Valley Bank - Intellectual Property Security Agreement
87469.1
(6/12/00)

TRADEMARK
REEL: 002162 FRAME: 0816

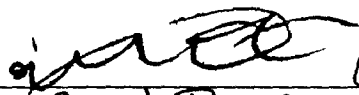
concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter 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:

LIGHTNINGCAST, INC.

Address of Grantor:
1100 So. Washington Street
2nd Floor
Alexandria, Virginia
Attn:

By:  6-15-00
Name: Scott Berg
Title: Sr. Vice President

BANK:

SILICON VALLEY BANK

Address of Bank:
11600 Sunrise Valley Drive
Suite 400
Reston, Virginia 20191
Attn:

By: _____
Name:
Title:

BANK:

SILICON VALLEY BANK

By: _____
Name:
Title:

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:

Address of Grantor:
1100 So. Washington Street
2nd Floor
Alexandria, Virginia
Attn:


LIGHTNINGCAST, INC.

By: _____
Name:
Title:

BANK:

Address of Bank:
11600 Sunrise Valley Drive
Suite 400
Reston, Virginia 20191
Attn:

SILICON VALLEY BANK

By: 
Name: Mike D. DeBorja
Title: Senior Vice President

BANK:

SILICON VALLEY BANK

By: _____
Name:
Title:

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.

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GRANTOR:

LIGHTNINGCAST, INC.

Address of Grantor:
1100 So. Washington Street
2nd Floor
Alexandria, Virginia
Attn:

By: _____
Name:
Title:

BANK:

SILICON VALLEY BANK

Address of Bank:
11600 Sunrise Valley Drive
Suite 400
Reston, Virginia 20191
Attn:

By: *Walter D. [Signature]*
Name: *Walter D. [Signature]*
Title: *Senior Vice President*

BANK:

SILICON VALLEY BANK

By: *Maggie Garcia*
Name: *Documentation Officer*
Title: *Maggie Garcia*

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

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87469.1
(6/12/00)

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
PROCESS FOR PROVIDING TARGETED USER CONTENT PLENDED WITH A MEDIA STREAM	09/479,807	1/8/2000

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Trademark – Lightningcast Class: 016	75/800764	9/16/1999
Trademark – Lightningcast Class: 009	75/800766	9/16/1999
Servicemark – Lightningcast Class: 042	75/800763	9/16/1999
Servicemark – Lightningcast Class: 038	75/800765	9/16/1999
Trademark – Lightningcast Class: 016	75/916294	2/14/2000
Trademark – Lightningcast Class: 009	75/916295	2/14/2000
Servicemark – Lightningcast Class: 042	75/916297	2/14/2000
Servicemark – Lightningcast Class: 038	75/916287	2/14/2000