

FORM PTO-1618A
Expires 06/30/99
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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
DEC 15 2000

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
06 27 2000

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)

CA/USA

State/Country

94043

Zip Code

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

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.)

FOR OFFICE USE ONLY

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:
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TRADEMARK
REEL: 002206 FRAME: 0925

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (415) 398-4700

Name

Murphy Sheneman Julian & Rogers

Address (line 1)

Attn: Ted H. Sien

Address (line 2)

101 California Street

Address (line 3)

Suite 3900

Address (line 4)

San Francisco, CA 94111

Pages

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

#

8

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).

Trademark Application Number(s)

Registration Number(s)

75/280852

2315817

2245378

2260359

75/412224

75/356921

75/727438

2208548

2160414

2247195

75/285869

75/342635

2293516

2216956

2247730

Number of Properties

Enter the total number of properties involved.

#

15

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

390.00

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:

#

20-0052

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.

Christine E Wilson
Ted H. Sien

Signature

December 14, 2000

Date Signed

Name of Person Signing

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of June 27, 2000, is made by Adamation, a California corporation ("Adamation") in favor of Hewlett-Packard Company, a Delaware corporation ("HP").

RECITALS

A. Pursuant to that certain Convertible Secured U.S. \$9,000,000 Promissory Note of even date herewith by and among Adamation and HP (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note"), HP has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Adamation.

B. Pursuant to the Note and related agreements, Adamation is required to execute and deliver to HP, for the benefit of HP, this Patent, Trademark and Copyright Security Agreement.

AGREEMENT


NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Adamation and HP hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Note shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the UCC to the extent the same are used or defined therein.
2. Grant of Security Interest in Intellectual Property Collateral. Adamation hereby grants to HP, for the benefit of HP, a continuing first priority security interest upon all of Adamation's right, title and interest in, to and under the property described in Schedule I, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral").
3. Incorporation of Note Security Provision. The security interest granted pursuant to this Agreement is granted in conjunction with the liens granted to HP, for the

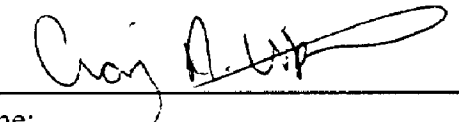
benefit of HP, pursuant to the Note. Adamation hereby acknowledges and affirms that the rights and remedies of HP with respect to the liens granted under this Agreement are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

ADAMATION

By: 
Name: CRAG A. HILL
Title: PRESIDENT

HEWLETT-PACKARD COMPANY

By: 
Name: _____
Title: _____

SCHEDULE I
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

INTELLECTUAL PROPERTY COLLATERAL

All right, title and interest of Adamation, ("Adamation") now owned or hereafter acquired in and to the following (collectively, the "Collateral"):

- (1) All patentable inventions, patent rights, shop rights, letters of patent of the United States or any other country, and all registrations and recordings thereof, including all patent registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, including those set forth on Schedule II hereto (collectively, the "Patents");
- (2) All copyrights, including all original works of authorship fixed in any tangible medium of expression, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or political subdivision thereof, including those referred to on Schedule II hereto (collectively, the "Copyrights");
- (3) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, including all applications, registrations, and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, including those set forth on Schedule II hereto (collectively, the "Trademarks");
- (4) All rights of Adamation under any written agreement with respect to the use of any Patents, Copyright, Trademark, trade secrets, or proprietary or confidential information, including rights of a licensee or licensor with respect thereto;
- (5) All goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, operating and

training manuals and customer lists with respect to any Patents, Copyrights, and Trademarks; and

- (6) All products and proceeds of the foregoing.

SCHEDULE II
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

INTELLECTUAL PROPERTY COLLATERAL
(PART A)
COPYRIGHTS
(including Copyright Applications)

COPYRIGHTS	DESCRIPTION	JURISDICTION	APPLICATION/ REGISTRATION DATE	APPLICATION/ REGISTRATION NUMBER
Adam	Software		N/A	N/A
Adam	Documentation		N/A	N/A
ImageElements	Documentation		N/A	N/A
AudioElements	Documentation		N/A	N/A
personalStudio	Software		N/A	N/A
personalStudio	Documentation		N/A	N/A
Mediopolis	Software		N/A	N/A
Mediopolis	Documetation		N/A	N/A

(PART B)
TRADEMARKS
(including Trademark Applications)

TRADEMARK	JURISDICTION	APPLICATION NO.	REGISTRATION NO.	APPLICATION OR REGISTRATION DATE
Adamation	United States		2315817	8/10/98
Adamation	United States		2245378	5/5/97

Pilot Attache	United States		2260359	7/13/99
AudioElements	United States		2208548	8/8/97
BeSpecific	United States		2160414	4/25/97
First Name in E-mail	United States		2247195	8/18/97
PersonalStudio	United States		2293516	
StudioA	United States		2216956	
StudioBuilder	United States		2247730	4/16/98
Adam	United States and Japan	75/280852		4/25/97
Adamation	Japan	11-58142		8/10/98
BeSpecific	Japan	11-58143		4/25/97
HomeStudio	United States	75/412224		12/30/97
Imageelements	United States	75/356921		9/15/97
Mediopolis	United States	75/727438		6/11/99
BeOnThe.Net	United States	75/285869		
PersonalStudio	Japan	11-58145		2/2/98
Pilot.Attache	United States	75/342635		8/18/97

**PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**

Dated: June 27, 2000

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Adamation IP Security Agreement

RECORDED: 12/15/2000

**TRADEMARK
REEL: 002206 FRAME: 0934**