

03-15-2001

FORM PTO-
1-31-92

RECORDAT
TRAL



101612696

S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Amazing Media, Inc. *MS*
12.19.00

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 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: 11/29/2000

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)
761080.368
761080.367
761080.366
761080.365

B. Trademark Registration No.(s)
9

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: 4
7. Total fee (37 CFR 3.41):s 115
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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.
Name of Person Signing: _____
Signature: *[Signature]*
Date: 12/4/00

Total number of pages comprising cover sheet: _____
OMB No 0651-0011 (exp 4/94)
1/05/2001 6TON11 00000184 76080368
FD:481 40.00 00
FC:452 75.00 00

TRADEMARK
REEL: 002209 FRAME: 0067

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 29, 2000 by and between SILICON VALLEY BANK ("Bank") and AMAZING MEDIA, 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 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:

AMAZING MEDIA, INC.

Address of Grantor:

3951 Gendev Drive

Suite 105

Fairfax VA 22030

Attn: Philip Rydzewski

By: 

Name: Philip Rydzewski
Title: Vice President Finance

BANK:

SILICON VALLEY BANK

Address of Bank:

11600 Sunrise Valley Drive

Suite 400

Reston, Virginia 20191

Attn: Michael Selfridge

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:

AMAZING MEDIA, INC.

Attn: _____

By: _____

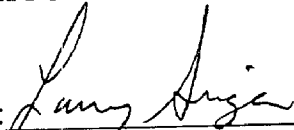
Name:

Title:

BANK:

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

SILICON VALLEY BANK

By:  _____

Name: LARRY SINGER

Title: 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.

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.

Address of Grantor:

Attn: _____

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

GRANTOR:

AMAZING MEDIA, INC.

By: _____
Name:
Title:

BANK:

SILICON VALLEY BANK

By: *Larry Singer*
Name: LARRY SINGER
Title: VICE PRESIDENT

BANK:

SILICON VALLEY BANK

By: *Maggie Savoca*
Name: Maggie Savoca
Title: Loan Administrative
Team leader

SVI/Amazing Media (IP Security Agr.)
96715.1
(11/6/00)

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

Not applicable.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

See attached.

Amazing Media Patent Status Report

Matter/ Docket Number	Matter Description	Status
<p>A4755-2001 (AMZG-001/00US) Application Number 09/017,896</p>	<p>TITLE: Encoding a Scene Graph (US) SUBJECT MATTER: A system and method for the efficient rendering of animated scenes over a network. Opcodes that enable the efficient rendering are defined and compressed as an array of an array of integers.</p>	<p>Transferred in from Lyon & Lyon; filed Information Disclosure Statement (IDS), Power of Attorney, and Change in Docket Number on 8/4/99; Examiner interview on 8/99; filed response to 5/4/99 Office Action (OA) and Small Entity declaration on 9/3/99; filed IDS on 10/6/99; filed response to 10/6/99 Final OA on 1/24/00; filed IDS on 3/7/00; filed Continued Prosecution Application (CPA) on 3/22/00; Examiner interview on 4/3/00; filed Preliminary Amendment on 4/7/00; filed IDS on 6/21/00; prepare response to 5/31/00 OA; response to OA filed 8/31/00; on approx. Nov. 15, 2000 this application was allowed</p>
<p>A4755-2003 (AMZG-002/00US) Application Number 09/017,897</p>	<p>TITLE: Incrementally Loading a Scene Graph (US) SUBJECT MATTER: A system and method for the efficient rendering of animated scenes over a network. An animated scene is divided into a plurality of pieces which are successively loaded and rendered on a user's machine.</p>	<p>Transferred in from Lyon & Lyon; filed IDS, Power of Attorney, and Change in Docket Number on 8/4/99; filed IDS and Small Entity declaration on 10/6/99; Examiner interview on 3/6/00; file IDS on 3/7/00; filed response to 12/7/99 OA on 4/27/00; Examiner interview on 6/7/00; filed IDS and response to 5/19/00 Final OA on 6/15/00; filed CPA and preliminary amendment on 8/17/00; we have no reason not to expect allowance in this case</p>
<p>A4755-2005 (AMZG-003/00US) Application Number 09/017,894</p>	<p>TITLE: Disambiguating Scene Graph Loads (US) SUBJECT MATTER: A system and method for the efficient rendering of animated scenes over a network. Portions of an animated scene are associated with a plurality of loads that are loaded onto a client machine as required for rendering.</p>	<p>Transferred in from Lyon & Lyon; filed IDS, Power of Attorney, and Change in Docket Number on 8/4/99; filed IDS and Small Entity declaration on 10/6/99; filed IDS on 3/7/00; filed response to 2/1/00 OA on 5/1/00; filed IDS on 6/21/00; Examiner interview on 7/11/00; filed response to 6/22/00 Final OA on 7/14/00; telephone Examiner interview on 8/21/00; filed CPA and preliminary amendment; on approx. Nov. 15, 2000 this application was allowed</p>

<p>A4755-2008 (AMZG-004/00US) Application Number 09/017,884</p>	<p>TITLE: Self Modifying Scene Graph (US) SUBJECT MATTER: A system and method for the efficient rendering of animated scenes over a network. Coding techniques are used to avoid inefficiencies associated with conventional stack-based rendering methods.</p>	<p>Transferred in from Lyon & Lyon; filed IDS, Power of Attorney, and Change in Docket Number on 8/4/99; filed IDS and Small Entity declaration on 10/6/99; filed IDS on 3/7/00; filed IDS on 6/21/00; Examiner interview on 8/22/00; prepare response to 5/24/00 OA; response filed 10/13/00; awaiting OA, we have no reason not to expect allowance in this case</p>
<p>A4755-2009 (AMZG-005/00US) Application Number 09/451,725</p>	<p>TITLE: User Control of Banner Advertising Campaigns (US) SUBJECT MATTER: A system and method enabling an advertiser to control all phases of the creation and implementation of an online advertising campaign. Advertiser control provided through a user interface rendered at a user workstation, such as at a web browser.</p>	<p>APP filed 12/1/99; Notice to File Missing Parts (NTFMP) mailed 1/11/00; NTFMP response filed 4/11/00; IDS prepared and filed 10/3/00; awaiting first office action</p>
<p>A4755-2010 (AMZG-006/00US) Application Number 09/451,726</p>	<p>TITLE: Banner Ad Delivery Yield Management (US) SUBJECT MATTER: A system and method enabling an advertiser to control all phases of the creation and implementation of an online advertising campaign. A user interface, such as at a web browser, is provided to enable the advertiser to make real-time adjustments to an online ad campaign to improve ad performance.</p>	<p>APP filed 12/1/99; NTFMP mailed 1/12/00; NTFMP response filed 4/12/00; IDS prepared and filed 10/3/00; awaiting first office action</p>
<p>A4755-2011 (AMZG-007/00US) Application Number 09/451,724</p>	<p>TITLE: Banner Ad Network Viral Marketing Campaign (US) SUBJECT MATTER: A system and method enabling an advertiser to control all phases of the creation and implementation of an online advertising campaign. A user interface, such as at a web browser, enables an advertiser to include a branded viral icon on each online ad served that gives a user the option to become a member of an ad serving network.</p>	<p>APP filed 12/1/99; NTFMP mailed 1/14/00; NTFMP response filed 4/12/00; IDS prepared and filed 10/3/00; awaiting first office action</p>
<p>A4755-2013 (AMZG-010/00US) included in one filing with 2015</p>	<p>TITLE: Double Blind Advertising Serving (US) SUBJECT MATTER: A system and method for opt-in targeted online advertising campaigns. Affiliate provided user targeting data (provided without providing user identity) is used to generate targeted online ads.</p>	<p>1st Draft of patent application faxed 7/19/00; prepare file patent application; awaiting comments on draft from inventors; filed provisional application</p>

<p>A4755-2014 (AMZG-009/00US) included in one filing with 2015</p>	<p>TITLE: One-to-One Banner Advertising Campaigns (US) SUBJECT MATTER: A system and method for opt-in targeted online advertising campaigns. Targeted online ads are generated based on information voluntarily provided by users.</p>	<p>1st Draft of patent application faxed 7/19/00; prepare file patent application; awaiting comments on draft from inventors; filed provisional application</p>
<p>A4755-2015 (AMZG-008/00US) Application Number 60/238,011</p>	<p>TITLE: Advertising Membership Opt-In Program (US) SUBJECT MATTER: A system and method for opt-in targeted online advertising campaigns. An interface is provided that allows users to opt-in to an ad campaign, thereby replacing conventional involuntary "profiling" techniques.</p>	<p>1st Draft of patent application faxed 5/17/00; prepare file patent application; awaiting comments on draft from inventors; filed provisional application</p>
<p>A4755-2016 (AMZG-011/00US) Application Number 60/215,081</p>	<p>TITLE: Dynamic Generation of Online Advertisements (US) SUBJECT MATTER: System and method for dynamically generating and updating online advertisements. An ad framework is combined with ad data from a variety of sources (from the Internet and internal data sources) so that online ads include the latest information.</p>	<p>Provisional Application filed 6/30/00; prepare response to Notice to File Missing Parts due 25 November, 2000; awaiting formal papers from client</p>

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112900/1540

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

See attached.

AMAZING MEDIA, INC.

Trademark Status Chart

CONFIDENTIAL: ATTORNEY-CLIENT COMMUNICATION

MARK	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
UNITED STATES				
AMAZING MEDIA	Application No. 76/080,368	Class 35: Advertising services, namely, creating and developing on-line advertisements for others, disseminating and placing advertising for others via a global computer network, and tracking activity relating to posted on-line advertisements	Filed 6/29/00 (claiming first use date of 10/98)	Foreign Filing Due 12/29/00
AMAZING MEDIA	Application No. 76/080,367	Class 42: Computer services, namely, providing and operating a website featuring news and information relating to the on-line advertising industry; providing temporary use of non-downloadable software that allows users to create, and monitor activity relating to, on-line advertisements; and providing web site publishers with on-line advertisements of others	Filed 6/29/00 (claiming first use date of 10/98)	Foreign Filing Due 12/29/00
AMAZING! media AMAZING MEDIA Logo	Application No. 76/080,366	Class 35: Advertising services, namely, creating and developing on-line advertisements for others, disseminating and placing advertising for others via a global computer network, and tracking activity relating to posted on-line advertisements	Filed 6/29/00 (claiming first use date of 1/00)	Foreign Filing Due 12/29/00
AMAZING! media AMAZING MEDIA Logo	Application No. 76/030,365	Class 42: Computer services, namely, providing and operating a website featuring news and information relating to the on-line advertising industry; providing temporary use of non-downloadable software that allows users to create, and monitor activity relating to, on-line advertisements; and providing web site publishers with on-line advertisements of others	Filed 6/29/00 (claiming first use date of 1/00)	Foreign Filing Due 12/29/00

TRADEMARK

REEL: 002209 FRAME: 0078

MARK	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
TRANSACTIONAL ADS		Class 35: Advertising, namely, electronic and interactive advertisements available via the Internet	Unfiled application	File? Close?

RECORDED: 12/19/2000

TRADEMARK
REEL: 002209 FRAME: 0079