

01-12-2001

FORM PTO-1594  
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner

101581182

original documents or copy thereof.

1. Name of conveying party(ies):

C-CUBE MICROSYSTEMS INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

3. Nature of Conveyance:

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

Execution Date: June 13, 2000

2. Name and address of receiving party(ies):

Name: COMERICA BANK-CALIFORNIA  
Address: 55 ALMADEN BOULEVARD, 2<sup>ND</sup> FLOOR  
City: SAN JOSE: CA Zip: 95113

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 [x] No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

See attached

75615931

Additional numbers attached? [X] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Evelyn G. Santiago  
Internal Address: GRAY CARY WARE & FREIDENRICH  
400 Hamilton Avenue  
Palo Alto, California 94301

6 Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41) . . . . . \$ 565.00

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

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.

Evelyn G. Santiago  
Name of Person Signing

Signature

January 11, 2001  
Date

Total number of pages comprising cover sheet: [ 9 ]

Mail Documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office, Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

01/12/2001 AMMED1 00000105 75615931

01 FC:481  
02 FC:482

40.00 DP  
525.00 DP

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1030967-900801

TRADEMARK  
REEL: 002213 FRAME: 0419

1-12-01

Trademarks

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/ Application Date</u>
DVXpert	75/615,931	01/05/99
Realsonic	75/611,129	12/23/98
Avia @ TV and design	75/590,075	11/17/98
DVXplore	75/574,518	10/22/98
Jaki	2,328,466	03/14/00
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DVXpress	2,317,037	02/08/00
Perfectview	75/337,663	08/08/97
C and design	2,269,605	08/10/99
Widesound	2,269,503	08/10/99
Ziva	2,177,539	07/28/98
Design only	2,241,848	04/27/99
Flare	2,309,571	01/18/00
Clearview	2,226,591	02/23/99
Flexview	2,229,446	03/02/99
DMX	2,304,488	12/28/99
Avia	75/198,039	11/14/96
Design only	2,054,995	04/22/97
C-Cube	1,811,944	12/21/93
CL450	1,759,695	03/23/93
C-cube CL550	1,656,061	09/10/91

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 13, 2000 by and between COMERICA BANK-CALIFORNIA ("Bank") and C-CUBE MICROSYSTEMS INC., a Delaware corporation ("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 and under all other agreements now existing or hereafter arising between Grantor and Bank, 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:

Address of Grantor:

1778 McCarthy Blvd.  
Milpitas, CA 95035

Attn: Howard Bailey

C-CUBE MICROSYSTEMS INC.

By: 

Title: CFO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

55 Almaden Boulevard, 2nd Floor  
San Jose, CA 95113

Attn: Alan Jepsen

By: 

Title: Si Vice President & Assistant Mgr

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
CL550A	MW6840	04/02/91

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/Application Number</u>	<u>Issue/Application Date</u>
Out of order instruction processing using dual memory banks	6,044,206	03/28/00
Statistical multiplexed video encoding using pre-encoding a priori statistics and a priori and a posteriori statistics	6,038,256	03/14/00
Multiple resolution video compression	6,005,621	12/21/99
Video synchronization	5,973,758	10/26/99
Vocal pitch corrector	5,966,687	10/12/99
Method and apparatus for inverse telecine processing by fitting 3:2 pull-down patterns	5,929,902	07/27/99
Composite digital video decoder and digital compressor	5,926,220	07/20/99
Processing system with single-buffered display capture	5,923,385	07/13/99
Non-linear digital filters for interlaced video signals and method thereof	5,910,909	06/08/99
Current steering circuit for a digital-to-analog converter	5,909,187	06/01/99
Simplified dual prime video motion estimation	5,905,542	05/18/99
Method and circuit for fetching a 2-D reference picture area from an external memory	5,900,865	05/04/99
Windowing method for decoding of mpeg audio data	5,890,124	03/30/99
Processing system with memory arbitrating between memory access requests in a set top box	5,889,949	03/30/99
Selectable reference voltage circuit for a digital-to-analog converter	5,886,657	03/23/99
Scanning scheme for images stored in dynamic random access memory	5,883,679	03/16/99
Field frame macroblock encoding decision	5,878,166	03/02/99
Scene change detection using quantization scale factor rate control	5,872,598	02/16/99
Decoder for compressed video signals	5,870,497	02/09/99
Static random access memory with improved write recovery procedure	5,867,437	02/02/99

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<u>Description</u>	<u>Patent/Application Number</u>	<u>Issue/Application Date</u>
Method for decoding mpeg audio data	5,864,817	01/26/99
Statistical multiplexing system which encodes a sequence of video images using a plurality of video encoders	5,854,658	12/29/98
Method for performing rate control in a video encoder which provides a bit budget for each frame while employing virtual buffers and virtual buffer verifiers	5,847,761	12/08/98
Method and apparatus for inverse telecine process by correlating vectors of pixel differences	5,821,991	10/13/98
Decompression processor for video applications	5,815,646	09/29/98
Decompression processor for video applications	5,809,174	09/15/98
Method and structure for degrouping mpeg audio codes	5,805,488	09/08/98
Rate control with panic mode	5,801,779	09/01/98
Video encoding with multi-stage projection motion estimation	5,801,778	09/01/98
Fade detection	5,771,316	06/23/98
Error handling process for mpeg decoder	5,768,292	06/16/98
Method of encoding video using master and slave encoders wherein bit budgets for frames to be encoded are based on encoded frames	5,764,293	06/09/98
three stage hierarchal motion vector determination	5,761,398	06/02/98
Mpeg-2 inverse telecine circuit	5,757,435	05/26/98
2-dimensional memory allowing access both as rows of data words and columns of data words	5,740,340	04/14/98
Method for performing rate control in a video encoder which provides a bit budget for each frame while employing virtual buffers and virtual buffer verifiers	5,686,963	11/11/97
Video encoder which uses intra-coding when an activity level of a current macro-block is smaller than a threshold level	5,682,204	10/28/97
Adaptive quantization	5,650,860	07/22/97
Method and system for providing an interlaced image on an display	5,633,687	05/27/97
Adaptic threshold filter and method thereof	5,630,033	05/13/97
Method and apparatus for mapping data of a 2-dimensional space from a linearly addressed memory system	5,608,888	03/04/97

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**TRADEMARK**  
**REEL: 002213 FRAME: 0425**

<u>Description</u>	<u>Patent/Application Number</u>	<u>Issue/Application Date</u>
Motion vector encoding circuit and method thereof	5,608,656	03/04/97
Structure and method for a multistandard video encoder	5,604,540	02/j18/97
Structure and method for a multistandard video encoder/decoder	5,598,514	01/28/97
Mpeg video decompression processor	5,598,483	01/28/97
Structure and method for a multistandard video encoder including an addressing scheme supporting two banks of memory	5,596,376	01/21/97
System for providing antialiased video overlays	5,568,167	10/22/96
Structure and method for packing and unpacking a stream of n-bit data to and from a stream of n-bit data words	5,423,010	06/06/95
Decompression processor for video applications	5,379,356	01/03/95
System for compression and decompression of video data using discrete cosine transform and coding techniques	5,341,318	08/23/94
Structure and method for an asynchronous communication protocol between master and slave processors	5,309,567	05/03/94
System for compression and decompression of video data using discrete cosine transform and coding techniques	5,270,832	12/14/93
System for compression and decompression of video data using discrete cosine transform and coding techniques	5,253,078	10/12/93
System for compression and decompression of video data using discrete cosine transform and coding techniques	5,196,946	03/23/93
System for compression and decompression of video data using discrete cosine transform and coding techniques	5,191,548	03/02/93
MOS Array multiplier cell	5,151,875	009/29/92



EXHIBIT C

Trademarks

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DVXpert	75/615,931	01/05/99
Realsonic	75/611,129	12/23/98
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C-cube CL550	1,656,061	09/10/91

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