

03-02-2001

FORM PTO-1594
(Rev. 6-93)

RECORD
TF



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Tradem.

101624678

ments or copy thereof.

1. Name of conveying party(ies):
 ReplayTV, Inc.
 1945 Charleston Road
 Mountain View, CA 94043

*EMC
used
2.9.01*

Individual(s) Association

General Partnership Limited Partnership

Corporation-State Delaware

Other _____

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other Amendment No. 1 Collateral Assignment, Patent
 Mortgage and Security Agreement

Execution Date: September 30, 2000

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

Name: Imperial Bank

Internal Address: _____

Street Address: 226 Airport Parkway

City: San Jose State: CA ZIP 95110

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment).

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

76/049,260; 76/026,570; 76/024,258; 76/024,012; 76/024,011;
 76/023,938; 75/933,267; 75/932,932; 75/802,148; 75/802,147;
 75/802,132; 75/801,612; 75/905,767; 75/933,285; 76/162,362;
 75/802,131

As referenced on C-1 attached hereto.

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

RECEIVED
 2001 FEB 15 PM 4 35
 ASSIGNMENT SERVICES
 DIVISION

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

Name: Cooley Godward LLP

Internal Address: Attn: April M. Piercey, CLA

03/01/2001 6TON11 00000138 76049260

01 FC:481 40.00 OP
 02 FC:482 375.00 OP

Street Address: 5 Palo Alto Square

City: Palo Alto State: CA ZIP 94306

6. Total number of applications and registration involved: **16**

7. Total fee (37 CFR 3.41):..... \$ **415.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 03-3115

(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.

April M. Piercey

April M. Piercey, CLA February 9, 2001 Date

Total number of pages including cover sheet, attachments, and document: _____

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average approximately 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed to complete the sample cover sheet. Send your comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Budget, Paperwork Reduction Project (065-0011), Washington, D.C. 20503 (DO NOT SEND COMPLETED COVER SHEETS WITH ASSIGNMENTS TO THIS ADDRESS).

140442 v1/HN
30D601!.DOC
020901

TRADEMARK
REEL: 002242 FRAME: 0771

EXHIBIT C-1

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

| REGISTRATION NO. | SERIAL NO. | MARK | REGISTRATION DATE | FILING DATE |
|-------------------------|-------------------|-----------------------------------|--------------------------|--------------------|
| | 76/162,362 | THERE IS ALWAYS SOMETHING GOOD ON | | 11/10/00 |
| | 76/049,260 | PERSONAL CHANNEL | | 5/16/00 |
| | 76/026,570 | POWER TO THE POTATO | | 4/14/00 |
| | 76/024,258 | TV ON YOUR TERMS | | 04/12/00 |
| | 76/024,012 | RETROSAVE | | 04/12/00 |
| | 76/024,011 | NEVER MISS YOUR FAVORITE SHOWS | | 04/12/00 |
| | 76/023,938 | IT'S YOUR TV, WATCH WHAT YOU WANT | | 04/12/00 |
| | 75/933,267 | GIVE YOUR TV A BRAIN | | 03/02/00 |
| | 75/932,932 | TV NOW HAS A BRAIN | | 03/02/00 |
| | 75/802,148 | ZONE | | 09/17/99 |
| | 75/802,147 | PRIMETIME. ANYTIME. | | 09/17/99 |
| | 75/802,132 | IT'S TELEVISION MADE PERSONAL | | 09/17/99 |
| | 75/802,131 | REPLAY ZONE | | 09/17/99 |
| | 75/801,612 | WATCH WHAT YOU WANT WHEN YOU WANT | | 09/17/99 |
| | 75/905,767 | SOME TELEVISIONS HAVE ALL THE FUN | | 1/28/00 |
| | 75/933,285 | R REPLAYTV | | 3/2/00 |

Exhibit C-1

**AMENDMENT NO. 1 TO
COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND
SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 TO COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND SECURITY AGREEMENT, dated as of September 30, 2000 (this "**Amendment**"), is entered into by and between **REPLAYTV, INC.**, a Delaware corporation, successor-by-merger to ReplayTV, Inc., a California corporation, f/k/a Replay Networks, Inc. ("**Borrower**") and **IMPERIAL BANK** ("**Bank**").

RECITALS

A. Borrower and Bank entered into a Loan Agreement dated as of June 10, 1999 (as amended, the "**1999 Loan Agreement**"), pursuant to which the Bank agreed, among other things, to make certain credit accommodations to Borrower. In connection with the 1999 Loan Agreement, Borrower executed in favor of Bank a General Security Agreement dated as of June 10, 1999 (together with the 1999 Loan Agreement, the "**Original Loan Agreement**"), and a Collateral Assignment, Patent Mortgage and Security Agreement dated as of June 10, 1999 (the "**IP Security Agreement**"). The Original Loan Agreement is being amended and restated concurrently herewith, pursuant to the terms and conditions of an Amended and Restated Loan and Security Agreement of even date herewith (the "**Loan Agreement**"). In connection therewith, Borrower and Bank desire to amend the IP Security Agreement in the manner and subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recital and the mutual covenants hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Borrower and Bank hereby agree as follows:

1. Definitions. Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Loan Agreement.

2. Amendments to IP Security Agreement. The IP Security Agreement is hereby amended as follows:

2.1 Definitions. The definition of "**Loan Agreement**" in the IP Security Agreement is hereby deleted in its entirety and replaced with the definition of "**Loan Agreement**" set forth in **Recital A** of this Amendment.

2.2 Exhibit B. **Exhibit B** attached to the IP Security Agreement is hereby deleted in its entirety and the **Exhibit B** attached hereto is substituted therefor.

2.3 Exhibit C. **Exhibit C** attached to the IP Security Agreement is hereby deleted in its entirety and the **Exhibit C** attached hereto is substituted therefor.

3. Reference to and Effect on the IP Security Agreement and other Loan Documents. Upon the effectiveness of this Amendment, on or after the date hereof, each reference in the IP Security Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import shall mean and be a reference to the IP Security Agreement as amended by this Amendment, and each reference in any other document in which the IP Security Agreement is referenced shall also mean and be a reference to the IP Security Agreement, as amended by this Amendment.

4. Limited Amendment. Each of the amendments set forth in this Amendment shall be limited precisely as written and shall not be deemed to be an amendment of any other term or condition of the IP Security Agreement, to prejudice any right or remedy which any party may now have or may have in the future under or in connection with the Amendment, or to be a consent to any future amendment.

5. Expenses. The Borrower agrees to pay, upon demand, to the Bank, the amount of any and all reasonable out-of-pocket expenses, including the reasonable fees and expenses of its counsel, which the Bank may incur in connection with the preparation, documentation, and negotiation of this Amendment.

6. Full Force and Effect. Except to the extent expressly provided in this Amendment, the terms and conditions of the IP Security Agreement shall remain in full force and effect.

7. Counterparts; Effectiveness. This Amendment may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument. Each such agreement shall become effective upon the execution of a counterpart hereof or thereof by each of the parties hereto.

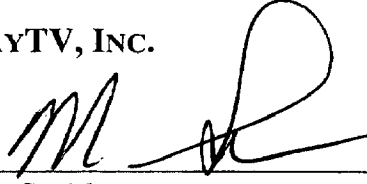
8. Governing Law and Waiver of Jury Trial. Section 17 of the IP Security Agreement is hereby incorporated herein by this reference and shall apply to this Amendment.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BORROWER

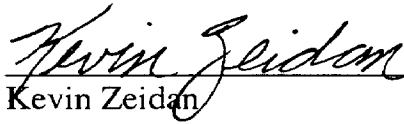
REPLAYTV, INC.



Marcus Smith
Vice President, Finance

BANK

IMPERIAL BANK



Kevin Zeidan
Assistant Vice President

EXHIBIT B

U.S. PATENTS AND PATENT APPLICATIONS

| PATENT NO. | SERIAL NO. | TITLE | ISSUE DATE | FILING DATE |
|-------------------|-------------------|---|-------------------|--------------------|
| 5,600,839 | | System and Method for Controlling Assertion of a Peripheral Bus Clock Signal Through a Slave Device | 02/04/97 | |
| 5,841,940 | | Single Deck Dual Tape Path VCR System | | |

Exhibit B

EXHIBIT B-1

U.S. PATENTS AND PATENT APPLICATIONS

| PATENT No. | SERIAL No. | TITLE | ISSUE DATE | FILING DATE |
|-----------------------|-------------------|---|-----------------------|------------------------|
| 5,600,839 | | System and Method for Controlling Assertion of a Peripheral Bus Clock Signal Through a Slave Device | 02/04/97 | |
| 5,841,940 | | Single Deck Dual Tape Path VCR System | | |

Exhibit B-1

EXHIBIT C

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

| REGISTRATION No. | SERIAL NO. | MARK | REGISTRATION DATE | FILING DATE |
|-------------------------|-------------------|-----------------------------------|--------------------------|--------------------|
| | 75/531929 | REPLAYTV | | 08/6/98 |
| 2338455 | | QUICKSKIP | 4/14/00 | |
| | 75/701,971 | REPLAY (AND DESIGN) | | 05/10/99 |
| | 76/049260 | PERSONAL CHANNEL | | 5/16/00 |
| | 76/026570 | POWER TO THE POTATO | | 4/14/00 |
| | 76/024258 | TV ON YOUR TERMS | | 04/12/00 |
| | 76/024012 | RETRO SAVE | | 04/12/00 |
| | 76/024011 | NEVER MISS YOUR FAVORITE SHOWS | | 04/12/00 |
| | 76/023938 | IT'S YOUR TV, WATCH WHAT YOU WANT | | 04/12/00 |
| | 75/933267 | GIVE YOUR TV A BRAIN | | 03/02/00 |
| | 75/932932 | TV NOW HAS A BRAIN | | 03/02/00 |
| | 75/802148 | ZONE | | 09/17/99 |
| | 75/802147 | PRIMETIME. ANYTIME. | | 09/17/99 |
| | 75/554482 | PRIMETIME ANYTIME | | |
| | 75/802132 | IT'S TELEVISION MADE PERSONAL | | 09/17/99 |
| | 75/80231 | REPLAY ZONE | | 09/17/99 |
| | 75/801612 | WATCH WHAT YOU WANT WHEN YOU WANT | | 09/17/99 |
| | N/A | INSTANT REPLAY | | |
| | N/A | SHOW GRABBER | | |
| | 75/905767 | SOME TELEVISIONS HAVE ALL THE FUN | | 1/28/00 |
| | 75/933285 | REPLAYTV AND LOGO | | 3/2/00 |
| | N/A | MYREPLAYTV | | |

Exhibit C

EXHIBIT C-1

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

| REGISTRATION No. | SERIAL NO. | MARK | REGISTRATION DATE | FILING DATE |
|-------------------------|-------------------|-----------------------------------|--------------------------|--------------------|
| | 76/162,362 | THERE IS ALWAYS SOMETHING GOOD ON | | 11/10/00 |
| | 76/049,260 | PERSONAL CHANNEL | | 5/16/00 |
| | 76/026,570 | POWER TO THE POTATO | | 4/14/00 |
| | 76/024,258 | TV ON YOUR TERMS | | 04/12/00 |
| | 76/024,012 | RETROSAVE | | 04/12/00 |
| | 76/024,011 | NEVER MISS YOUR FAVORITE SHOWS | | 04/12/00 |
| | 76/023,938 | IT'S YOUR TV, WATCH WHAT YOU WANT | | 04/12/00 |
| | 75/933,267 | GIVE YOUR TV A BRAIN | | 03/02/00 |
| | 75/932,932 | TV NOW HAS A BRAIN | | 03/02/00 |
| | 75/802,148 | ZONE | | 09/17/99 |
| | 75/802,147 | PRIMETIME. ANYTIME. | | 09/17/99 |
| | 75/802,132 | IT'S TELEVISION MADE PERSONAL | | 09/17/99 |
| | 75/802,131 | REPLAY ZONE | | 09/17/99 |
| | 75/801,612 | WATCH WHAT YOU WANT WHEN YOU WANT | | 09/17/99 |
| | 75/905,767 | SOME TELEVISIONS HAVE ALL THE FUN | | 1/28/00 |
| | 75/933,285 | R REPLAYTV | | 3/2/00 |

Exhibit C-1

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RECORDED: 02/09/2001

**TRADEMARK
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