

05-09-2001



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FORM PTO-1594  
(Rev 5-93)

101709504

U.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.

<p>1. Name of conveying party(ies): MYRIO CORPORATION</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: DELAWARE Other:</p> <p>Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No</p> <p>3. Nature of Conveyance: [ ] Assignment [ ] Merger [X] Security Agreement [ ] Change of Name [ ] Other</p> <p>Execution Date: February 15, 2001</p>	<p>2. Name and address of receiving party(ies): Name: IMPERIAL BANK Address: 5330 CARILLON POINT City: KIRKLAND State: WA Zip: 98033</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other: a California chartered bank</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [X] No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? [ ] Yes [X] No</p>
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2001 MAY -2 PM 2:45  
ASSIGNMENT SERVICES  
DIVISION

<p>4. Application number(s) or trademark number(s):</p> <p>A. Trademark Application No.(s)</p> <table border="0"> <tr><td><del>75/186,298</del></td><td>76/231,156</td><td>76,186,297</td></tr> <tr><td>76/186,302</td><td>76/186,303</td><td>76/235,657</td></tr> <tr><td>76/235,652</td><td>76/235,655</td><td>76/235,654</td></tr> <tr><td>76/235,653</td><td>76/235,656</td><td>76/235,651</td></tr> </table>	<del>75/186,298</del>	76/231,156	76,186,297	76/186,302	76/186,303	76/235,657	76/235,652	76/235,655	76/235,654	76/235,653	76/235,656	76/235,651	<p>B. Trademark Registration No.(s)</p> <p>Additional numbers attached? [ X ] Yes [ ] No</p>
<del>75/186,298</del>	76/231,156	76,186,297											
76/186,302	76/186,303	76/235,657											
76/235,652	76/235,655	76/235,654											
76/235,653	76/235,656	76/235,651											

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Erin O'Brien Internal Address: GRAY CARY WARE &amp; FREIDENRICH 400 Hamilton Avenue Palo Alto, California 94301</p>	<p>6 Total number of applications and registrations involved: 12</p> <p>7. Total fee (37 CFR 3.41) . . . . . \$ 315.00 [ x ] Enclosed [ ] Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
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05/09/2001 GT0N11 00000005 75186298  
01 FC:481 40.00 DP  
02 FC:482 275.00 DP

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.

Erin O'Brien *Erin O'Brien* May 1, 2001  
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [ 8 ]

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

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1090371-956100

TRADEMARK  
REEL: 002290 FRAME: 0103

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 15, 2001 by and between IMPERIAL BANK ("Bank") and MYRIO CORPORATION, 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

MYRIO CORPORATION

Address of Grantor:

3500 Carillon Point  
Kirkland, WA 98033

Attn: Mark Rowe

By: Robert D. Appune  
Title: President & CEO

BANK:

IMPERIAL BANK

Address of Bank:

5330 Carillon Point  
Kirkland, WA 98033

Attn: Rory James

By: [Signature]  
Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Myrio totalmanage product sheet	pending	
Myrio DSL technology product sheet	pending	
Myrio network architecture product sheet	pending	
Myrio Corporation frequently asked questions	pending	
Myrio Corporation Press Release: Myrio announces contract with CC Communications	pending	
Myrio Corporation Press Release: Myrio completes second stage financing	pending	
Myrio Corporation Press Release: Myrio to deploy integrated home entertainment solution	pending	
Myrio Corporation Press Release: In an industry first, Myrio and TVN will deliver DVD-quality content to telephone customers via DSL	pending	
Myrio-I Version 1.0	pending	
Myrio Corporation User Guide Version 1.0	pending	
MyrioCraft Version 1.0	pending	
Myrio Corporation Administration Guide Version 1.0	pending	
<u>www.myrio.com</u> website content	pending	
Myrio Corporate Brochure	pending	
Myrio Professional Services Product Sheet	pending	
Myrio Marketing Services Product Sheet	pending	
Myrio Interactive Product Sheet	pending	
Myrio Corporation Press Release: "Leveraging your lines" Myrio's message at the Bank of America Securities Technology Week 2001 Conference	pending	
Myrio Corporation Press Release: Myrio Complete Second State Financing	pending	

Myrio Corporation Press Release: Livingston Telephone Company announces launch of Myrio Corporation's enhanced broadband interactive services pending

Myrio Corporation Press Release: Myrio debuts cutting-edge multimedia technology at Hollywood event pending

Myrio Corporation Press Release: Myrio Corporation names President and CEO pending

Myrio Corporation Press Release: Myrio teams with Grant County Public Utility District to deploy advanced entertainment and communication services over fiber optic connection to the home pending

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method and apparatus for receiving full-motion digital video multi-casts, interactive data and interactive voice via a DSL circuit	08/991,391	12/16/97
Method and process to install and provision customer premise equipment and management	60/208,223	05/30/00
Personal video recorder application service provider	60/220,884	07/26/00
Automatic real time audience monitoring and rating system for broadband networks	60/229,631	08/31/00
User experience	60/260,082	01/03/01
Real-time monitoring and blocking of content within a multiple set top box environment	TBD	
Storage and replication of set top box configuration	TBD	
Additional digital video storage through a networked device	TBD	
Time banking for services	TBD	
Jump to time feature	TBD	
Separate channel changing and navigation controls in IPG	TBD	
Access and display of web-based services on a television via a channel-based metaphor	TBD	
Method for resuming a video on demand item	TBD	
Subscriber self-provision of live and interactive services	TBD	
Caller ID through a television medium	TBD	
Security and usage monitoring	TBD	
Automatic remote software update (e.g. IPG update, include remote boot option)	TBD	
Recover from system error (re-boot)	TBD	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
(design only)	76/116,224	08/24/00
(design only)	76/116,223	08/24/00
(design only)	76/116,222	08/24/00
(design only)	76/116,221	08/24/00
(design only)	76/116,205	08/24/00
Leveraging your lines	76/071,719	06/16/00
Leveraging your lines	76/071,718	06/16/00
Leveraging your lines	76/071,717	06/16/00
Leveraging your lines	76/071,716	06/16/00
Leveraging your lines	76/071,715	06/16/00
Myrio	76/014,808	03/31/00
Myrio	76/014,807	03/31/00
Myrio	76/014,806	03/31/00
Myrio	76/014,805	03/31/00
Myrio	76/014,804	03/31/00
On demand network (and design)	75/391,843	11/17/97 abandoned 09/05/00
ODN	2,249,050	06/01/99
Totalmanage	75/186,298	12/21/00
Totalmanage	76/231,156	3/27/01
Totalmanage	76/186,297	12/21/00
Totalmanage	76/186,302	12/21/00
Totalmanage	76/186,303	12/21/00
Television is Changing. Just Watch.	76/235,657	04/03/01

Television is Changing. Just Watch.	76/235,652	04/03/01
Television is Changing. Just Watch.	76/235,655	04/03/01
Better TV, More Choices, Ultimate Convenience. It's What You Want, When You Want It.	76/235,654	04/03/01
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Better TV, More Choices, Ultimate Convenience. It's What You Want, When You Want It.	76/235,656	04/03/01
Better TV, More Choices, Ultimate Convenience. It's What You Want, When You Want It.	76/235,651	04/03/01