

07-20-2001



To the Honorable Commissioner of F

inal documents or copy thereof.

101783946

1. Name of conveying party(ies):

LOUDEYE TECHNOLOGIES, 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: May 17, 2000

Name: IMPERIAL BANK  
Address: 5330 CARILLON POINT  
City: KIRKLAND State: WA Zip: 98033

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California chartered bank

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)

75/830,782

75/830,781

B. Trademark Registration No.(s)

Additional numbers attached? [ ] Yes [X] No

*MD 7-20-01*

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

Name: Erin O'Brien  
Internal Address: GRAY CARY WARE & FREIDENRICH  
4365 Executive Drive, Suite 1600  
San Diego, CA 92121-2189

6 Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) . . . . . \$65.00

[ x ] 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.

*Erin O'Brien*  
Erin O'Brien  
Name of Person Signing

July 2, 2001  
Date

Total number of pages comprising cover sheet: [ 6 ]

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

07/20/2001 6TON11 00000135 75830782

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

FIRST AMENDMENT  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to Intellectual Property Security Agreement is entered into as of July 10, 2001, by and between IMPERIAL BANK ("Bank") and LOUDEYE TECHNOLOGIES, INC., a Delaware corporation, successor-in-interest to THEDIAL.COM, INC. ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Intellectual Property Security Agreement dated as of May 17, 2000, as amended (the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit C to the Agreement is hereby amended and replaced in its entirety by Exhibit C attached hereto.
2. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof.
3. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

LOUDEYE TECHNOLOGIES, INC.

By: [Signature]  
Title: SVP & CFO

IMPERIAL BANK

By: [Signature]  
Title: vice president

**EXHIBIT C**  
**Trademarks**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Mediaupgrade.com	75/878,139	12/21/99
Mediaupgrade.com	75/878,137	12/21/99
Mediaupgrade.com	75/878,135	12/21/99
Mediaupgrade.com	75/878,132	12/21/99
Myslideshow	75/876,719	12/20/99
Myslideshow	75/876,718	12/20/99
Myslideshow.com	75/876,717	12/20/99
Myslideshow.com	75/876,706	12/20/99
Loudeye	75/874,003	12/17/99
The power behind the play button (Design only)	75/872,565	12/15/99
Encoding.com	75/821,702	10/13/99
Encoding.com	75/821,701	10/13/99
Media syndicator pro	75/781,679	08/23/99
Media syndicator	75/781,678	08/23/99
Thedial.com	75/830,782	10/26/99
Thedial	75/830,781	10/26/99

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 17, 2000 by and between IMPERIAL BANK ("Bank") and LOUDEYE TECHNOLOGIES, INC., a Delaware corporation, formerly known as Encoding.com, 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 Amended and Restated 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).
- B. 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.
- C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Exhibits 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.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

LOUDEYE TECHNOLOGIES, INC. . .

Address of Grantor:

414 Olive Way, Suite 300  
Seattle, WA 98101

Attn: Larry Culver

By: [Signature]

Title: CFO

BANK:

IMPERIAL BANK

Address of Bank:

5330 Carillon Point  
Kirkland, WA 98033

Attn: Julia Doke

By: [Signature]

Title: AVP

**EXHIBIT A**

**Copyrights**

Description

Registration  
Number

Registration  
Date

Gray Cary/APA\10020298.3  
1090371-937500

**TRADEMARK**

**REEL: 002331 FRAME: 0755**

**EXHIBIT B**

As of the date of this letter, no patent applications that have been filed for Loudeye Technologies, Inc. have issued to patents.

**Patents**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Distributed Production System for Digitally Encoding Information	09/499,961	2/11/99
Media Distribution System	09/503,001	2/11/99
System for Automated Comprehensive Remote Servicing for Media Information	09/502,627	2/11/99
Digital Remote Recorder	09/502,377	2/11/99
Voice Email System	09/502,161	2/11/99

**EXHIBIT C****Trademarks**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Mediaupgrade.com	75/878,139	12/21/99
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Mediaupgrade.com	75/878,135	12/21/99
Mediaupgrade.com	75/878,132	12/21/99
Myslideshow	75/876,719	12/20/99
Myslideshow	75/876,718	12/20/99
Myslideshow.com	75/876,717	12/20/99
Myslideshow.com	75/876,706	12/20/99
Loudeye	75/874,003	12/17/99
The power behind the play button	75/872,565	12/15/99
(Design only)	75/821,702	10/13/99
Encoding.com	75/821,701	10/13/99
Media syndicator pro	75/781,679	08/23/99
Media syndicator	75/781,678	08/23/99

Gray Cary/APA110020298.3  
1090371-937500