



08-08-2001



REC

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TRADEMARKS ONLY

DS

TO: The Commissioner of Patents and Trademarks. Please record the attached original document(s) ~~copy~~(ies).

Submission Type

- New 8307
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association

08/08/2001 TBIAZ1 00000013 75926007

01 FC:481 40.00 OP  
02 FC:482 250.00 OP

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75/926,007"/>	<input type="text" value="76/054,773"/>	<input type="text" value="76/054,776"/>
<input type="text" value="75/926,008"/>	<input type="text" value="76/054,774"/>	<input type="text" value="76/131,565"/>
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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account of if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Barbara P. Smiley  
Name of Person Signing

Barbara P. Smiley  
Signature

July 30, 2001  
Date Signed

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.

*(Designation must be a separate document from Assignment.)*

Other

Citizenship/State of Incorporation/Organization

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

Hewins, Michael

DBA/AKA/TA

Composed of

Address (line 1)

3030 K Street, N.W.

Address (line 2)

Apartment 113

Address (line 3)

Washington

City

DC (USA)

State/Country

20007

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization U.S. Citizen

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*(Designation must be a separate document from Assignment.)*

**Trademark Application Number(s) or Registration Number(s)**

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**Trademark Application Number(s)**

**Registration Number(s)**

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**Conveying Party**

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Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.

*(Designation must be a separate document from Assignment.)*

Other

Citizenship/State of Incorporation/Organization  U.S. Citizen

**Trademark Application Number(s) or Registration Number(s)**

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**Trademark Application Number(s)**

**Registration Number(s)**

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Execution Date  
Month Day Year

Name

Formerly

- Individual   
  General Partnership   
  Limited Partnership   
  Corporation   
  Association  
 Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

Muchnikoff, Dave M.

DBA/AKA/TA

Composed of

Address (line 1)

8828 Camden Street

Address (line 2)

Address (line 3)

Alexandria

City

VA (USA)

State/Country

22308

Zip Code

- Individual   
  General Partnership   
  Limited Partnership  
 Corporation   
  Association

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*(Designation must be a separate document from Assignment.)*

Other

Citizenship/State of Incorporation/Organization

U.S. Citizen

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**Trademark Application Number(s)**

**Registration Number(s)**

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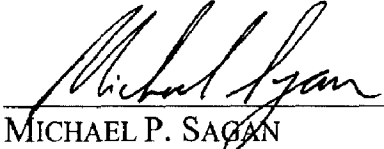
UNITED STATES DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE

DESIGNATION OF DOMESTIC REPRESENTATIVE

Cooley Godward LLP, whose full post office address is One Freedom Square, Reston Town Center, 11951 Freedom Drive, Reston, Virginia, 20190-5601, U.S.A., is hereby designated as SOFINOV, Societe Financiere D'Innovation Inc.'s representative upon whom notice or process in proceedings affecting the mark may be served.

COOLEY GODWARD LLP

July 30, 2001

  
MICHAEL P. SAGAN  
Attorneys for SOFINOV,  
Societe Financiere D'Innovation Inc.  
One Freedom Square  
Reston Town Center  
11951 Freedom Drive  
Reston, VA 20190-5601  
(703) 456-8000

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 19, 2001 by and between SPACEVEST II, L.P., a Delaware limited partnership; SOFINOV, SOCIÉTÉ FINANCIÈRE D'INNOVATION INC., a Québec corporation; MICHAEL HEWINS; J. RANDOLPH GERMAN; and DAVE M. MUCHNIKOFF, individually (collectively, the "*Lenders*") and ASTROVISION INTERNATIONAL INC., a Delaware corporation ("*Grantor*").

## RECITALS

A. The Lenders have 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 Note and Warrant Purchase Agreement by and between the Lenders and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Purchase Agreement*").

B. As security for the Loans, Grantor has granted the Lenders a security interest in certain collateral of Grantor pursuant to the terms of that certain Security Agreement of even date herewith executed by Grantor in favor of the Lenders (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"). Capitalized terms used herein are used as defined in the Purchase Agreement and Security Agreement.

C. The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Purchase Agreement and the Notes.

D. Pursuant to the terms of the Purchase Agreement and Security Agreement, Grantor has granted to the Lenders 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 Purchase Agreement, Notes and all other agreements now existing or hereafter arising between Grantor and the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Notes and the Purchase Agreement, Grantor grants and pledges to the Lenders 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 the Lenders under the Security Agreement. The rights and remedies of the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, Notes, Purchase Agreement and the other loan documents, and those which are now or hereafter available to the Lenders as a matter of law or equity. Each right, power and remedy of the Lenders provided for herein or in the Security Agreement, Purchase Agreement, Notes or any other loan documents, 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 the Lenders of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement, Purchase Agreement, Notes 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 the Lenders, 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.

**[SIGNATURE PAGE FOLLOWS]**

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:

Address of Grantor:

8120 Woodmont Avenue, Suite 210

Bethesda, Maryland 20814

Attn: Michael Hewins

ASTROVISION INTERNATIONAL, INC.

By: *Michael Hewins*

Printed Name: Michael Hewins

Title: President and CEO

THE LENDERS:

SPACEVEST II, L.P.,  
a Delaware limited partnership

By: SpaceVest Partners II, L.P.,  
a Delaware limited partnership

By: SpaceVest Partners II, L.L.C.,  
a Delaware limited liability corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SOFINOV, SOCIÉTÉ FINANCIÈRE  
D'INNOVATION INC.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Lender:

11911 Freedom Drive, Suite 500

Reston, VA 20190

Attn: Roger Widing, Esquire

Address of Lender:

1801 Avenue McGill College, 13<sup>th</sup> Floor

Montreal, Quebec H3A 2N4 (Canada)

Attn: Julie Tremblay, Esquire

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:

Address of Grantor:

1155 15th Street, NW, Suite 502

Washington, DC 20005

Attn: \_\_\_\_\_

ASTROVISION INTERNATIONAL, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE LENDERS:

SPACEVEST II, L.P.,  
a Delaware limited partnership

By: SpaceVest Partners II, L.P.,  
a Delaware limited partnership

By: SpaceVest Partners II, L.L.C.,  
a Delaware limited liability corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SOFINOV, SOCIÉTÉ FINANCIÈRE  
D'INNOVATION INC.

By:  \_\_\_\_\_

Printed Name: LUC CHARRON

Title: \_\_\_\_\_

By:  \_\_\_\_\_

Printed Name: EDWARD SLOOT

Title: DIRECTOR

Address of Lender:

11911 Freedom Drive, Suite 500

Reston, VA 20190

Attn: Roger Widing, Esquire

Address of Lender:

1801 Avenue McGill College, 13<sup>th</sup> Floor

Montreal, Quebec H3A 2N4 (Canada)

Attn: Julie Tremblay, Esquire

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GRANTOR:

Address of Grantor:

ASTROVISION INTERNATIONAL, INC.

1155 15th Street, NW, Suite 502

By: \_\_\_\_\_

Washington, DC 20005

Title: \_\_\_\_\_

Attn: \_\_\_\_\_

THE LENDERS:

SPACEVEST II, L.P.,  
a Delaware limited partnership

SOFINOV, SOCIÉTÉ FINANCIÈRE  
D'INNOVATION INC.

By: SpaceVest Partners II, L.P.,  
a Delaware limited partnership

By: \_\_\_\_\_

By: SpaceVest Partners II, L.L.C.,  
a Delaware limited liability corporation

Printed Name: \_\_\_\_\_

By: Frank A. DeBello

Title: \_\_\_\_\_

Name: FRANK A. DEBELLO

By: \_\_\_\_\_

Title: MANAGING DIRECTOR

Printed Name: \_\_\_\_\_

Address of Lender:

Address of Lender:

11911 Freedom Drive, Suite 500

1801 Avenue McGill College, 13<sup>th</sup> Floor

Reston, VA 20190

Montreal, Quebec H3A 2N4 (Canada)

Attn: Roger Widing, Esquire

Attn: Julie Tremblay, Esquire

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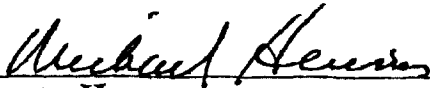
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PAGE 05

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T-912 P.05/08 F-665



MICHAEL HEWINS



J. RANDOLPH GERMAN

Address of Lender:

3030 K Street, N.W., Apt. 113

Washington, D.C. 20007

Address of Lender:

12706 Young Lane

N. Potomac, MD 20878

DAVE M. MUCHNIKOFF

Address of Lender:

8828 Camden Street

Alexandria, VA 22308

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[SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

07/17/2001 TUE 14:02 TRADEMARK [010] 002

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**MICHAEL HEWINS**

Address of Lender:

3030 K Street, N.W., Apt. 113

Washington, D.C. 20007

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**J. RANDOLPH GERMAN**

Address of Lender:

12706 Young Lane

N. Potomac, MD 20878



---

**DAVE M. MUCHNIKOFF**

Address of Lender:

8828 Camden Street

Alexandria, VA 22308

**EXHIBIT A**  
**COPYRIGHTS**

**EXHIBIT B**

**PATENTS**

**REGISTERED INTELLECTUAL PROPERTY**

**UNREGISTERED INTELLECTUAL PROPERTY**



**EXHIBIT C**  
**TRADEMARKS**

US PATENT APPLICATIONS

Case #	USPTO Serial No.	Title	Type	Status
167664-US	09/344,358	DIRECT BROADCAST IMAGING SATELLITE SYSTEM APPARATUS AND METHOD FOR PROVIDING REAL-TIME, CONTINUOUS MONITORING OF EARTH FROM GEOSTATIONARY EARTH ORBIT	Utility	Allowed
206114-US	09/860,671	DIRECT BROADCAST IMAGING SATELLITE SYSTEM APPARATUS AND METHOD FOR PROVIDING REAL-TIME, CONTINUOUS MONITORING OF EARTH FROM GEOSTATIONARY EARTH ORBIT	Utility	Allowed
203283-US	09/820,347	DIRECT BROADCAST IMAGING SATELLITE SYSTEM APPARATUS AND METHOD FOR PROVIDING REAL-TIME, CONTINUOUS MONITORING OF EARTH FROM GEOSTATIONARY EARTH ORBIT AND RELATED SERVICES	Utility	Pending

INTERNATIONAL PATENT APPLICATIONS

192133-WO	PCT/US00/16295	DIRECT BROADCAST IMAGING SATELLITE SYSTEM APPARATUS AND METHOD FOR PROVIDING REAL-TIME, CONTINUOUS MONITORING OF EARTH FROM GEOSTATIONARY EARTH ORBIT	PCT	Pending
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203283-WO	PCT/US01/08630	DIRECT BROADCAST IMAGING SATELLITE SYSTEM APPARATUS AND METHOD FOR PROVIDING REAL-TIME, CONTINUOUS MONITORING OF EARTH FROM GEOSTATIONARY EARTH ORBIT AND RELATED SERVICES	PCT	Pending
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TRADEMARK APPLICATIONS

191253-US	75/926,009	Have you seen your planet today?	Pending
191254-US	76/054,775	AV & Design	Pending
191255-US	76/054,774	Heavy Weather	Pending
191256-US	76/054,773	AVI	Pending
191257-US	76/054,776	Astrovision	Pending
191258-US	75/926,008	We look down on everyone/we look down on everybody	Pending
191259-US	75/926,007	We look down on everybody	Pending
197637-US	76/131,565	Astrovision.com	Pending
198812-US	76/149,627	We are changing the way people look at the world	Pending
198813-US	76/149,628	AVII	Pending
200315-US	76/172,983	Live Earth	Pending