



101821172

To the Honorable Commissioner of Patents

Attached original documents or copy thereof.

VIEO, Inc.

89-01

- Individual(s)
- General Partnership
- Corporation-State
- Other LLC
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

7/12/01

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

Name: Silicon Valley Bank
 Internal Address: Loan Documentation HA155
 Street Address: 3003 Tasman Drive
 City: Santa Clara State: Ca ZIP: 95054

- Individual(s) Citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State TX
- 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 No

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

A. Trademark Application No.(s)

- 76/156,729
- 76/157,168
- 76/157,166
- 76/156,732
- 76/156,730
- 76/057,452

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Silicon Valley Bank
 Internal Address: Loan Documentation HA155

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41):\$ 165.00
 Enclosed

Authorized to be charged to deposit account

Street Address: 3003 Tasman Dr.

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

City: Santa Clara State: Ca ZIP: 95054

DO NOT USE THIS SPACE

08/22/2001 GTQW11 00000225 76156729
 01 FC:481 40.00 OP
 02 FC:482 125.00 OP

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.

Shannon Hubbard
Name of Person Signing

Shannon Hubbard
Signature

8/1/01
Date

Total number of pages comprising cover sheet:

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated July 12, 2001 is between SILICON VALLEY BANK ("Bank") and VIEO, INC. ("Grantor").

RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement (the "Loan Agreement"; capitalized terms used herein but not otherwise defined shall have the meaning given to such terms in the Loan Agreement), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works.

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (including without limitation the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D), and all proceeds (including without limitation license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, rights throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other loan documents, and those available in law or equity. Bank's rights, powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other loan document, does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

[Signature page to follow]

BANK:

SILICON VALLEY BANK

GRANTOR:

VIEO, INC.

By: _____
Name: _____
Title: _____

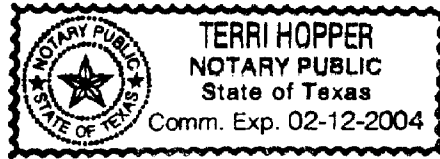
By: *Patricia A. Soch*
Name: PATRICIA A. SOCH
Title: CHIEF FINANCIAL OFFICER

State of Texas §
§
County of Travis §

This instrument was acknowledged before me on July ^{17th} 12, 2001 by PATRICIA A. SOCH
CFO of VIEO, Inc., a Texas corporation, on behalf of said corporation.

Terrri Hopper
Notary Public, State of Texas
My Commission Expires: _____

State of Texas §
§
County of Travis §



This instrument was acknowledged before me on July 12, 2001 by _____,
_____ of Silicon Valley Bank, on behalf of said entity.

Notary Public, State of Texas
My Commission Expires: _____

Schedule C

TRADEMARK MATTERS

Our File No.	Mark	Class	Serial No.	Filing Date	Status
5431.6-1	VIEO	042	76/156,729	10-30-2000	Response to Office Action due October 20, 2001
5431.7-1	VIEO	009	76/157,168	10-30-2000	Response to Office Action due November 16, 2001
5431.8-1	VIEO AND DESIGN	042	76/157,166	10-30-2000	Response to Office Action due October 23, 2001
5431.9-1	VIEO FABRIC MANAGER	009	76/156,732	10-30-2000	Response to Office Action due October 25, 2001
5431.17-1	VIEO AND DESIGN	009	76/156,730	10-30-2000	Response to Office Action due October 26, 2001
5431.20-1	FABRICVIEW	009	78/057,452	04-09-2001	Foreign Filing Deadline October 9, 2001; Awaiting Office Action