

10-31-2001



FORM PTO-1594
(Rev. 5-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101891091

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

10-31-01

1. Name of conveying party(ies):

AGILETV CORPORATION

Individual(s) citizenship:

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

Execution Date: October 12, 2001

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

Name: INSIGHT COMMUNICATIONS COMPANY, INC.

Address: 810 7TH AVENUE

City: NEW YORK State: NY Zip: 10019

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

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)

78/042,734	76/204,360	76/204,359
76/176,876	76/117,486	76/065,493
76/065,461	76/065,454	

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: Erin O'Brien
 Internal Address: GRAY CARY WARE & FREIDENRICH
 4365 Executive Drive, Suite 1100
 San Diego, CA 92121-2133

6 Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 215.00

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
Name of Person Signing

Erin O'Brien
Signature

October 30, 2001
Date

Total number of pages comprising cover sheet: [17]

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

10/31/2001 DBYRNE 00000011 78042734

01 FC:481
02 FC:482

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175.00 OP

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TRADEMARK
REEL: 002392 FRAME: 0522

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement"), dated as of October 12, 2001, is made by AgileTV Corporation, a Delaware corporation ("Grantor"), in favor of Insight Communications Company, Inc., a Delaware corporation (hereinafter referred to, together with its successors and assigns, as "Secured Party").

RECITALS

WHEREAS, Grantor has asked Secured Party to make, and Secured Party is willing, subject to the terms and conditions set forth herein, to make, certain advances of money to Grantor (collectively, the "Loan") as evidenced by that certain Convertible Senior Secured Promissory Note (the "Note") dated as of even date herewith executed by Grantor in favor of Secured Party.

WHEREAS, Secured Party is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party this Security Agreement.

AGREEMENT

NOW, THEREFORE, in order to induce Secured Party to make the Loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantor and Secured Party hereby agree as follows:

1. Definitions. When used in this Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Collateral" shall have the meaning assigned to such term in Section 2 of this Security Agreement.

"Contracts" means all contracts, undertakings or other agreements in or under which Grantor now holds or hereafter acquires any right, title or interest, including, without limitation, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof.

"Copyright License" means any written agreement, in which Grantor now holds or hereafter acquires any interest, granting any right in or to any Copyright or Copyright registration (whether Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which Grantor has obtained the exclusive right to use a copyright owned by a third party.

"Copyrights" means all of the following in which Grantor now holds or hereafter acquires any interest: (a) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications,

recordings and proceedings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions thereof; (d) any registrations to be issued in any pending applications; (e) prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (f) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (g) rights to sue for past, present and future infringements of any copyright; and (h) any other rights corresponding to any of the foregoing rights throughout the world.

“Event of Default” means (i) any breach by Grantor of any covenant, representation, warranty, term or condition set forth herein or, with respect to any monetary obligation of Grantor hereunder, Grantor’s failure to fully satisfy such obligation within three (3) days after the same becomes due and payable and (ii) the occurrence of any event described in Subsections 6(a) through (d) of the Note.

“License” means any Copyright License, Patent License, Trademark License or other license of rights or interests now held or hereafter acquired by Grantor.

“Lien” means any mortgage, lien, deed of trust, charge, pledge, security interest, license or other encumbrance.

“Material Adverse Effect” means any set of circumstances or events which (a) has or could reasonably be expected to have any material adverse effect upon the validity or enforceability of any provision of this Security Agreement or the Note, (b) is or could reasonably be expected to be material and adverse to the condition (financial or otherwise) or business operations of Grantor, (c) materially impairs or could reasonably be expected to impair the ability of Grantor, to perform its obligations hereunder or under the Note, (d) impairs or could reasonably be expected to materially impair the value or priority of Secured Party’s security interest in any Collateral or (e) materially impairs or could reasonably be expected to materially impair the ability of Secured Party to enforce any of its legal remedies pursuant to this Security Agreement or the Note.

“Patent License” means any written agreement, in which Grantor now holds or hereafter acquires any interest, granting any right in or with respect to any Patent or any invention or technology on which a Patent is in existence (whether Grantor is the licensee or the licensor thereunder).

“Patents” means all of the following in which Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof and all applications for letters patent of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, divisions, continuations, renewals, continuations-in-part or extensions thereof; (c) all petty patents, divisionals and patents of addition; (d) all patents to issue in any such applications; (e) income, royalties, damages, claims and payments now and

hereafter due and/or payable with respect to patents, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (f) rights to sue for past, present and future infringements of any patent.

“Permitted Lien” means: (a) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings, provided the same have no priority over any of Secured Party’s security interests; (b) Liens incurred or existing after the date hereof (i) upon or in any Equipment acquired or held by Grantor to secure the purchase price of such Equipment or indebtedness incurred solely for the purpose of financing the acquisition of such Equipment or (ii) existing on such Equipment at the time of its acquisition, provided that the Lien is confined solely to the Equipment so acquired, improvements thereon and the Proceeds of such Equipment; (c) easements, reservations, rights-of-way, restrictions, minor defects or irregularities in title and other similar Liens affecting real property not interfering in any material respect with the ordinary conduct of the business and operations of Grantor; (d) Liens securing capital lease obligations on assets subject to such capital leases otherwise permitted under this Security Agreement and Liens on equipment leased by Grantor pursuant to an operating lease in the ordinary course of Grantor’s business (including proceeds thereof and accessions thereto), all incurred solely for the purpose of financing the lease of such equipment; and (e) Liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by Liens for equipment financing of the type described in clause (b) above, provided that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness being extended, renewed or refinanced does not increase.

“Secured Obligations” means (a) the obligation of Grantor to repay Secured Party all of the unpaid principal amount of, and accrued interest on (including any interest that accrues after the commencement of bankruptcy), the Loan represented by the Note, (b) the obligation of Grantor to pay any fees, costs and expenses of the Secured Party under the Note or under Section 7(b) hereof and (c) all other indebtedness, liabilities and obligations of Grantor to the Secured Party, whether now existing or hereafter incurred in connection with the Note or this Security Agreement.

“Trademark License” means any written agreement, in which Grantor now holds or hereafter acquires any interest, granting any right in and to any Trademark or Trademark registration (whether Grantor is the licensee or the licensor thereunder).

“Trademarks” means any of the following in which Grantor now holds or hereafter acquires any interest: (a) any trademarks, tradenames, corporate names, company names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country (collectively, the “Marks”); (b) any reissues, extensions or renewals thereof; (c) the goodwill of the business symbolized by or associated with the Marks; (d) income, royalties, damages, claims and

payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (e) rights to sue for past, present and future infringements of the Marks.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Secured Party’s security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

In addition, capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the UCC.

2. Grant of Security Interest.

(a) As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce Secured Party to cause the Loan to be made, Grantor hereby mortgages, pledges, and hypothecates to Secured Party, and hereby grants to Secured Party, a security interest in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, (all of which being collectively referred to herein as the “Collateral”):

- (i) All Accounts of Grantor;
- (ii) All Chattel Paper of Grantor;
- (iii) All Contracts of Grantor;
- (iv) All Deposit Accounts of Grantor;
- (v) All Documents of Grantor;
- (vi) All Equipment of Grantor;
- (vii) All Financial Assets of Grantor;
- (viii) All Fixtures of Grantor;

(ix) All General Intangibles of Grantor, including, without limitation, all Copyrights, Patents, Trademarks, Licenses, designs, drawings, technical information, marketing plans, customer lists, trade secrets, proprietary or confidential information, inventions (whether or not patentable), procedures, know-how, models and data, and all goodwill associated with any of the foregoing;

(x) All Instruments of Grantor;

(xi) All Inventory of Grantor;

(xii) All Investment Property of Grantor;

(xiii) All property of Grantor held by Secured Party, or any other party for whom Secured Party is acting as agent hereunder, including, without limitation, all property of every description now or hereafter in the possession or custody of or in transit to Secured Party or such other party for any purpose, including, without limitation, safekeeping, collection or pledge, for the account of Grantor, or as to which Grantor may have any right or power;

(xiv) All other goods and personal property of Grantor, wherever located, whether tangible or intangible, and whether now owned or hereafter acquired, existing, leased or consigned by or to Grantor; and

(xv) To the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of each of the foregoing.

3. Revised Article 9 of the Uniform Commercial Code.

(a) The parties acknowledge and agree to the following provisions of this Security Agreement in anticipation of the possible application, in one or more jurisdictions, to the transactions contemplated hereby of the revised Article 9 of the UCC in the form or substantially in the form approved by the American Law Institute and the National Conference of Commissioners on Uniform State Law and contained in the 1999 official text of Revised Article 9 ("Revised Article 9").

(b) In applying the law of any jurisdiction in which Revised Article 9 is in effect, the Collateral shall be and include all assets of the Grantor, whether or not within the scope of Revised Article 9. In addition to the grant of a security interest set forth in Section 2 hereof, Grantor hereby grants to Secured Party a security interest in all of the assets of Grantor, including, without limitation, the Collateral (as modified by the first sentence of this Section 3(b)) and the following categories of assets (as defined in Revised Article 9) belonging to Grantor or in which Grantor has any rights: goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts, chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, general intangibles (including payment intangibles and software), supporting obligations and any and all proceeds of any thereof, wherever located, whether now owned or hereafter acquired. If Grantor shall at any time, whether or not Revised Article 9 is in effect in any particular jurisdiction, acquire a commercial tort claim, as defined in Revised Article 9, Grantor shall immediately notify Secured Party in a writing signed by Grantor of the brief details thereof and grant to Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Security Agreement, with such writing to be in form and

substance satisfactory to Secured Party.

(c) Secured Party may at any time and from time to time file financing statements, continuation statements and amendments thereto that describe the Collateral as all assets of Grantor or words of similar effect and which contain any other information required by Part 5 of Revised Article 9 for the sufficiency of filing office acceptance of any financing statement, continuation statement or amendment, including whether Grantor is an organization, the type of organization and any organization identification number issued to Grantor. Grantor agrees to furnish any such information to Secured Party promptly upon request. Any such financing statements, continuation statements or amendments may be signed by Secured Party on behalf of Grantor and may be filed at any time in any jurisdiction whether or not Revised Article 9 is then in effect in that jurisdiction. For all such purposes, Secured Party shall be deemed to be an attorney-in-fact of Grantor, and Grantor acknowledges that it grants such power of attorney to Secured Party, which power of attorney shall be deemed to be coupled with an interest.

(d) Grantor shall at all times and from time to time, whether or not Revised Article 9 is in effect in any particular jurisdiction, take such steps as Secured Party may reasonably request for Secured Party (a) to obtain an acknowledgement, in form and substance satisfactory to Secured Party, of any bailee having possession of any of the Collateral that the bailee holds such Collateral for Secured Party, (b) to obtain "control" of any investment property, deposit accounts, letter-of-credit rights or electronic chattel paper (as such terms are defined in Revised Article 9 with corresponding provisions in Sections 9-104, 9-105, 9-106 and 9-107 of Revised Article 9 relating to what constitutes "control" for such items of Collateral), with any agreements establishing control to be in form and substance satisfactory to Secured Party, and (c) otherwise to insure the continued perfection and priority of Secured Party's security interest in any of the Collateral and of the preservation of its rights therein, whether in anticipation and following the effectiveness of Revised Article 9 in any jurisdiction.

Nothing contained in this Section shall be construed to narrow the scope of Secured Party's security interest in any of the Collateral or the perfection or priority thereof or to impair or otherwise limit any of the rights, powers, privileges or remedies of Secured Party hereunder except (and then only to the extent) mandated by Revised Article 9 to the extent then applicable.

4. Rights of Secured Party; Collection of Accounts.

(a) Notwithstanding anything contained in this Security Agreement to the contrary, Grantor expressly agrees that it shall remain liable under each of its Contracts and each of its Licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder and that it shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such Contract or License (collectively, the "Performance Obligations"); provided that Grantor shall not be required to comply with the Performance Obligations so long as non-compliance would not have a Material Adverse Effect upon its financial condition, operations or business as now conducted. Secured Party shall not have any obligation or liability under any Contract or License by reason of or

arising out of this Security Agreement or the granting to Secured Party of a lien therein or the receipt by Secured Party of any payment relating to any Contract or License pursuant hereto, nor shall Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Grantor under or pursuant to any Contract or License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Contract or License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Secured Party may at any time, upon the occurrence and during the continuance of any Event of Default, without notifying Grantor of its intention to do so, notify Account Debtors of Grantor, parties to the Contracts of Grantor, obligors in respect of Instruments of Grantor and obligors in respect of Chattel Paper of Grantor that the Accounts and the right, title and interest of Grantor in and under such Contracts, Instruments and Chattel Paper have been assigned to Secured Party and that payments shall be made directly to Secured Party. Upon the request of Secured Party, Grantor shall so notify such Account Debtors, parties to such Contracts, obligors in respect of such Instruments and obligors in respect of such Chattel Paper. Upon the occurrence and during the continuance of any Event of Default, Secured Party may, in its name or in the name of others, communicate with such Account Debtors, parties to such Contracts, obligors in respect of such Instruments and obligors in respect of such Chattel Paper to verify with such parties, to Secured Party's satisfaction, the existence, amount and terms of any such Accounts, Contracts, Instruments or Chattel Paper.

5. Representations And Warranties. Grantor hereby represents and warrants to Secured Party that:

(a) Except for the security interest granted to Secured Party under this Security Agreement and Permitted Liens, Grantor is the sole legal and equitable owner of each item of the Collateral in which it purports to grant a security interest hereunder, having good and marketable title thereto, free and clear of any and all Liens.

(b) No effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Collateral exists, except such as may have been filed by Grantor in favor of Secured Party pursuant to this Security Agreement and except for Permitted Liens.

(c) This Security Agreement creates a legal and valid security interest on and in all of the Collateral in which Grantor now has rights. Upon the filing of appropriate UCC-1 financing statements with the appropriate filing jurisdictions and the filing of appropriate documentation with the United States Copyright Office and/or Patent and Trademark Office, as applicable, with respect to items of intellectual property pledged hereunder, Secured Party will have a fully perfected first priority security interest in all of the Collateral in which Grantor now has rights subject only to Permitted Liens. This Security Agreement will create a legal and valid and fully perfected first priority security interest in the Collateral in which Grantor later acquires rights, when Grantor acquires those rights subject only to Permitted Liens and additional filings to be made with the United States Copyright Office and/or Patent and Trademark Office as are

necessary to perfect Secured Party's security interest in subsequent ownership rights and interests of Grantor in Copyrights, Patents, Trademarks and Licenses.

(d) Grantor's chief executive office, principal place of business and the place where Grantor maintains its records concerning the Collateral are presently located at the address set forth on the signature page hereof. The Collateral is presently located at such address and at such additional addresses set forth on Schedule A attached hereto.

(e) All Copyrights (which have been applied for with the United States Copyright Office), Copyright Licenses (excluding, however, licenses granted to Grantor by third party vendors of software for the right to use such software), Patents, Patent Licenses, material Trademarks and Trademark Licenses now owned, held or in which Grantor otherwise has any interest are listed on Schedule B attached hereto.

6. Covenants. Grantor covenants and agrees with Secured Party that from and after the date of this Security Agreement and until the Secured Obligations have been performed and paid in full:

6.1 Disposition of Collateral. Grantor shall not sell, lease, transfer or otherwise dispose of any of the Collateral, or attempt or contract to do so, other than (a) the sale of Inventory, (b) the granting of non-exclusive Licenses and (c) the disposal of worn-out or obsolete Equipment, all of the foregoing in the ordinary course of Grantor's business.

6.2 Relocation of Business or Collateral. Grantor shall not relocate its chief executive office, principal place of business or its records, or allow the relocation of any Collateral (except as allowed pursuant to Section 6.1 immediately above or with respect to moveable equipment which is being used in the ordinary course of business for a period not to exceed 30 consecutive days) from such address(es) provided to Secured Party pursuant to Section 5(d) above without twenty (20) days prior written notice to Secured Party.

6.3 Limitation on Liens on Collateral. Grantor shall not, directly or indirectly, create, permit or suffer to exist, and shall defend the Collateral against and take such other action as is necessary to remove, any Lien on the Collateral, except (a) Permitted Liens and (b) the Lien granted to Secured Party under this Security Agreement.

6.4 Condition of Collateral. Grantor shall cause all of the Collateral used in the conduct of its business to be maintained and kept in good condition, repair and working order (ordinary wear and tear excepted).

6.5 Insurance. Grantor shall maintain insurance policies insuring the Collateral against loss or damage from such risks and in such amounts and forms and with such companies as are customarily maintained by businesses similar to Grantor.

6.6 Taxes, Assessments, Etc. Grantor shall pay promptly when due all property and other taxes, assessments and government charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Equipment, Fixtures or

Inventory, except to the extent the validity thereof is being contested in good faith and adequate reserves are being maintained in connection therewith.

6.7 Maintenance of Records. Grantor shall keep and maintain at its own cost and expense satisfactory and complete records of the Collateral.

6.8 Notification Regarding Changes in Intellectual Property. Grantor shall promptly advise Secured Party of any subsequent ownership right or interest of the Grantor in or to any material Copyright, Patent, Trademark or License not specified on Schedule B hereto and shall permit Secured Party to amend such Schedule, as necessary, to reflect any addition or deletion to such ownership rights.

6.9 Defense of Intellectual Property. Grantor shall (i) protect, defend and maintain the validity and enforceability of the Copyrights, Patents and Trademarks, (ii) use commercially reasonable efforts to detect infringements of the Copyrights, Patents and Trademarks and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Copyrights, Patents or Trademarks to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party unless reasonable business practice would determine that any such abandonment is appropriate.

6.10 Further Assurances; Pledge of Instruments. At any time and from time to time, upon the written request of Secured Party, and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Secured Party may reasonably deem necessary or desirable to obtain the full benefits of this Security Agreement, including, without limitation, facilitating the filing of UCC-1 Financing Statements in all applicable jurisdictions and this Security Agreement (and any amendment hereto) with the United States Copyright Office and/or Patent and Trademark Office, as applicable.

7. Rights And Remedies Upon Default.

(a) After any Event of Default shall have occurred and while such Event of Default is continuing, Secured Party may exercise in addition to all other rights and remedies granted to it under this Security Agreement, all rights and remedies of a secured party under the UCC.

(b) Grantor also agrees to pay all fees, costs and expenses of Secured Party, including, without limitation, reasonable attorneys' fees of counsel of Secured Party, incurred in connection with the enforcement of any of its rights and remedies hereunder.

(c) Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

(d) The Proceeds of any sale, disposition or other realization upon all or any part of the Collateral by the Secured Party shall be distributed by Secured Party in the following order of priorities:

First, to Secured Party, in an amount sufficient to pay in full the costs and expenses of Secured Party in connection with such sale, disposition or other realization, including all fees, costs, expenses, liabilities and advances incurred or made by Secured Party in connection therewith, including, without limitation, reasonable attorneys' fees;

Second, to Secured Party, in an amount equal to the then unpaid Secured Obligations; and

Finally, upon payment in full of the Secured Obligations, to Grantor or its representatives, in accordance with the UCC or as a court of competent jurisdiction may direct.

8. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Security Agreement and (b) all losses or reasonable expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, under this Security Agreement or the Note (including without limitation, reasonable attorneys fees and expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

9. Limitation on Secured Party's Duty in Respect of Collateral. Secured Party shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the Collateral if it takes such action as Grantor requests in writing, but failure of Secured Party to comply with any such request shall not in itself be deemed a failure to act reasonably, and no failure of Secured Party to do any act not so requested shall be deemed a failure to act reasonably.

10. Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

11. Miscellaneous.

11.1 No Waiver; Cumulative Remedies.

(a) Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its respective rights or remedies hereunder, nor shall any single or

partial exercise of any right or remedy hereunder on any one occasion preclude the further exercise thereof or the exercise of any other right or remedy.

(b) The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

(c) None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Grantor and Secured Party.

11.2 Termination of this Security Agreement. Subject to Section 10 hereof, this Security Agreement shall terminate upon the indefeasible payment and performance in full of the Secured Obligations; provided, however that the provisions of Sections 8 and 10 shall survive any such termination of this Agreement.

11.3 Successors and Assigns. This Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor, and shall, together with the rights and remedies of Secured Party hereunder, inure to the benefit of Secured Party, any future holder of any of the indebtedness and their respective successors and assigns, provided, however, Grantor may not transfer or assign its rights or obligations hereunder without the express written consent of Secured Party, and any Grantor transfer or assignment without Secured Party's written consent shall be null and void. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the lien granted to Secured Party hereunder.

11.4 Governing Law. In all respects, including all matters of construction, validity and performance, this Security Agreement and the Secured Obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

11.5 UCC-1 Financing Statements. The Company shall file UCC-1 financing statements in all requisite jurisdictions and the Company will take all reasonable steps to perfect Secured Party's security interest.


[END OF PAGE. SIGNATURES FOLLOW.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

ADDRESS OF GRANTOR:

333 Ravenswood Avenue
Building 202
Menlo Park, California 94025

AGILETV CORPORATION

By: 
Paul M. Cook
President and CEO

ADDRESS OF LENDER:

810 7th Avenue
New York, NY 10019

INSIGHT COMMUNICATIONS COMPANY, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

ADDRESS OF GRANTOR:

AGILETV CORPORATION

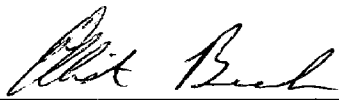
333 Ravenswood Avenue
Building 202
Menlo Park, California 94025

By: _____
Paul M. Cook
President and CEO

ADDRESS OF LENDER:

INSIGHT COMMUNICATIONS COMPANY, INC.

810 7th Avenue
New York, NY 10019

By:  _____
Name:
Title: **ELLIOT BRECHER
SENIOR VICE PRESIDENT
& GENERAL COUNSEL**

SCHEDULE A

LOCATION OF COLLATERAL

Address

* 333 Ravenswood Avenue, Building 202, Menlo Park, CA 94025

* Corporate Headquarters

SCHEDULE B

COLLATERAL / INTELLECTUAL PROPERTY

Domain Names:

www.agile.tv, www.agilevoicetv.com

Patent Applications:	<u>Serial No.</u>	<u>Filed</u>
	09/661,486	September 14, 2000
	09/664,874	September 19, 2000
	09/679,115	October 4, 2000
	09/708,315	November 7, 2000
	09/740,631	December 18, 2000
	09/740,684	December 18, 2000
	09/785,375	February 16, 2001
	09/811,232	March 16, 2001
	09/834,524	April 12, 2001
	09/834,525	April 12, 2001
	09/834,852	April 12, 2001
	Prov., 60/283,913	April 12, 2001
	09/844,162	April 27, 2001
	Prov., 60/295,693	June 4, 2001
	09/909,774	July 19, 2001
	09/910,096	July 19, 2001
	09/929,901	August 14, 2001
	Unassigned	September 14, 2001
	Prov., Unassigned	October 3, 2001

PCT/US01/14760 May 7, 2001

PCT/US09/679,115 October 2, 2001

Trademark / Service Mark Registration Applications:

US AgileTV + Design (star logo), AgileTV, Design
(star logo)

Agile.TV, AgilePlex, Plex, AgileVoice,
AgileEngine

EC AgileTV + Design (star logo), Agile.TV, Plex