

11-09-2001



FORM PTO-1594
(Rev 5-93)

101894825

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.

RE. 11-9-01

1. Name of conveying party(ies):

IMOVE, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: OREGON

Other:

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

3. Nature of Conveyance:

[] Assignment

[] Merger

[X] Security Agreement

[] Change of Name

[] Other

Execution Date: May 25, 2000

11-9-01

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

Name: COMERICA BANK-CALIFORNIA
As successor in interest to 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)

76/229,768

B. Trademark Registration No.(s)

Additional numbers attached? [] Yes [X] 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: 1

7. Total fee (37 CFR 3.41) \$40.00

[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
Name of Person Signing

Erin O'Brien
Signature

November 8, 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

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1090371-939600

TRADEMARK
REEL: 002394 FRAME: 0892

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 25, 2000 by and between IMPERIAL BANK ("Bank") and IMOVE, INC. an Oregon 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).

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.

Address of Grantor:

33 NW First Avenue
Portland, OR 97209

Attn: Jim Stewart

Address of Bank:

5330 Carillon Point
Kirkland, WA 98033

Attn: Robert Van Nortwick

GRANTOR:

IMOVE, INC.

By: Jim Stewart
Title: CFO

BANK:

IMPERIAL BANK

By: [Signature]
Title: VP

05/25/00 17:45 FAX 650328307

GCWF 300

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EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

None.

Gray Cary/PA/10030016.1
1090:71-939600

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method and apparatus for simulating movement in multidimensional space with polygonal projections from subhemispherical imagery	6,031,540	02/29/00
Method and apparatus for simulating movement in multidimensional space with polygonal projections	5,694,531	12/02/97
Method and apparatus for simulating movement in multidimensional space with polygonal projections from subhemispherical imagery	09/460,453	
Panoramic movies which simulate movement through multidimensional space	09/310,715	
A system for digitally capturing and recording panoramic movies	09/338,790	
Streaming panoramic video	09/877,166	
Camera system which records camera identification in image file	09/904,390	07/13/01
Calibration by camera in middle of cube with two rows of dots at edges	09/697,605	
Multicamera interactive video	09/861,434	
Interactive image seamer for panoramic images	09/602,290	06/23/00
Improved MPEG compression	Pending	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Smooth Move	2,152,935	04/21/98
Real World Navigation	2,196,504	10/13/98
Infinite Pictures	2,222,285	02/09/99
Look Anywhere. Go Anywhere.	2,466,531	07/03/01
Imove	76/229,768	03/22/01
Imove and design	75/787,135	08/27/99
Imove	75/786,919	08/27/99
Multiview interactive video	76/063,687	05/31/00
Multiviewer	76/063,686	05/31/00

OUR FILE NO. 1090371-939600

November 8, 2001

VIA FEDERAL EXPRESS

U.S. Patent and Trademark Office
Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

Re: Grantor: iMove, Inc.
Secured Party: Comerica Bank-California as successor in interest to Imperial Bank

Dear Sir or Ms:

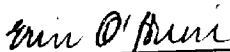
Enclosed please find the following documents:

1. Recordation Form Cover Sheet for Trademarks only;
2. Intellectual Property Security Agreement between iMove, Inc. and Imperial Bank; and
3. A self-addressed postage paid postcard for your use to indicate your receipt of the enclosed documents.

Also included is a check to cover recordation fees. Please record these documents and return the original Notice of Recordation to me at the above-listed address after the security interest has been recorded.

Sincerely,

Gray Cary Ware & Freidenrich LLP


Erin O'Brien, Paralegal
eobrien@graycary.com

epo:
Enclosures

cc: Ms. Kristine Martin (w/o enclosures)
Mr. Piyush Sangani (w/enclosures)
Heather L. Gaede, Esq. (w/o enclosures)

Gray Cary\PA\10045156.3
1090371-939600

RECORDED
NOV 9 2001
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE