

12-26-2001

12/26/01



101924671

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

10.2.01

Submission Type

- New
- 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 Change of Name
 - Other _____
- Effective Date:
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name KBGear Interactive, Inc. and SONICblue Incorporated

Execution Date
Month Day Year

Formerly Kidboard Inc.

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Minnesota and Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Marquette Bancshares, Inc.

DBA/AK/A/T/A _____

Composed of _____

Address (line 1) 60 South Sixth Street, Suite 4040

Address (line 2) P.O. Box 1000

Address (line 3) Minneapolis

Minnesota

55480-1000

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____

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.)

Citizenship/State of Incorporation/Organization Minnesota

FOR OFFICE USE ONLY

10/02/2001 DBYRNE 00000198 76542749

01 FC: #81
02 FC: #82

40.00 OP
525.00 OP

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="76/217,662"/>	<input type="text" value="75/644,387"/>	<input type="text" value="75/663,151"/>	<input type="text" value="2,435,657"/>	<input type="text" value="2,371,237"/>	<input type="text" value="2,034,491"/>
<input type="text" value="75/774,887"/>	<input type="text" value="75/809,825"/>	<input type="text" value="78/071,652"/>	<input type="text" value="2,480,921"/>	<input type="text" value="2,466,695"/>	<input type="text" value="2,111,744"/>
<input type="text" value="76/047,079"/>	<input type="text" value="75/938,700"/>	<input type="text" value="78/071,654"/>	<input type="text" value="2,356,169"/>	<input type="text" value="1,940,221"/>	<input type="text" value="2,184,802"/>

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 or 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.

Jonathan W.J. Armour

Name of Person Signing

Signature

Date Signed

10/1/01

** See attached Exhibit A.

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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"/>	<input type="text"/>	<input type="text"/>
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2,248,644	<input type="text"/>	<input type="text"/>
2,372,942	<input type="text"/>	<input type="text"/>
2,192,886	<input type="text"/>	<input type="text"/>
2,482,487	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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COPY

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of September 13, 2001, is made by and between KBGEAR INTERACTIVE, INC., a Minnesota corporation formerly known as Kidboard Inc., whose address and principal place of business is 10250 Valley View Rd., Suite 137, Eden Prairie, Minnesota 55344 (the "Debtor"), and MARQUETTE BANCSHARES, INC., a Minnesota corporation whose address and principal place of business is 60 South Sixth Street, Suite 4040, P.O. Box 1000, Minneapolis, Minnesota 55480-1000 ("MBI"), and SONICBLUE INCORPORATED, a Delaware corporation formerly known as S3 Incorporated, whose address and principal place of business is 2841 Mission College Boulevard, Santa Clara, California 95052 ("SONICblue" and together with MBI, the "Secured Party").

Recitals

The Debtor is indebted to the Secured Party under and pursuant to certain documents, instruments and agreements, including, without limitation, that certain Liquidation Agreement of even date herewith and the documents referred to therein (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreements"), setting forth the terms on which the Secured Party may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

Under and pursuant to the Credit Agreements, the Debtor has granted to the Lenders a security interest in the Patents and Trademarks (defined below).

As a further condition to making any loan or other financial accommodation under the Credit Agreements or otherwise, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreements and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreements that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Credit Agreement or other loan document which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreements).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without

limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Trademarks” means all of the Debtor’s right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably reaffirms that it has granted the Secured Party a security interest, with power of sale to the extent permitted by law (the “Security Interest”), in the Patents and in the Trademarks to secure payment of the Obligations.

3. Representations, Warranties and Agreements. The Debtor hereby represents, warrants and agrees as follows:

(a) ***Existence; Authority***. The Debtor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor’s board of directors, and if necessary its stockholders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor’s lawful, binding and legally enforceable obligation. The correct name of the Debtor is KBGEAR INTERACTIVE, INC. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency, except as may be necessary to perfect the Security Interest.

(b) ***Patents***. Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to the Patents as of the date hereof.

(c) ***Trademarks***. Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

(d) ***Title***. The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest and the security interest of Wells Fargo Business Credit, Inc. (the “Permitted Lien”). The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest and the Permitted Lien, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest and the Permitted Lien.

(e) **No Sale.** The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) **Defense.** The Debtor will at its own expense, and using its best efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than the Secured Party.

(g) **Maintenance.** The Debtor will at its own expense maintain the Patents and Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark reasonably advisable in its business, nor fail to file any required affidavit in support thereof, without first providing the Secured party: (i) sufficient written notice, as provided in the Credit Agreements, to allow the Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(h) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark reasonably advisable in its business, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorney's fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to

create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after and during the continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreements as provided therein and the payment and performance of all Obligations (as defined therein).

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) a default or an Event of Default, under any Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter during its continuance, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreements.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently,

at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

MARQUETTE BANCSHARES, INC.

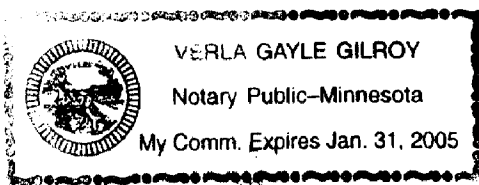
By: Gregory F. James
Its: V.P.

STATE OF MINNESOTA)

COUNTY OF Threpen)

The foregoing instrument was acknowledged before me this 17th day of September, 2001, by Gregory James, the V.P. of Marquette Bancshares, Inc., a Minnesota corporation, on behalf of the corporation.

Verla Gayle Gilroy
Notary Public



KBGEAR INTERACTIVE, INC.

By: David E. Dorn
Its: CEO

STATE OF MINNESOTA)
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 13th day of September, 2001, by David E. Dorn, the CEO of KBGear Interactive, Inc., a Minnesota corporation, on behalf of the corporation.

Dawn N. Fleming
Notary Public



SONICBLUE INCORPORATED

By: _____
Its: _____

STATE OF MINNESOTA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of September, 2001, by _____, the _____ of SONICblue Incorporated, a Delaware corporation, on behalf of the corporation.

Notary Public

By: _____

Its: _____

STATE OF MINNESOTA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of September, 2001, by _____, the _____ of KBGear Interactive, Inc., a Minnesota corporation, on behalf of the corporation.

Notary Public

SONICBLUE INCORPORATED

By: _____

Its: SVP and CTO

CA
STATE OF MINNESOTA)

COUNTY OF Santa Clara)

The foregoing instrument was acknowledged before me this 28th day of September, 2001, by Andrew Wolfe the _____ of SONICblue Incorporated, a Delaware corporation, on behalf of the corporation.

Pavneet Singh

Notary Public

10167-1///fidmsstp:634372_3

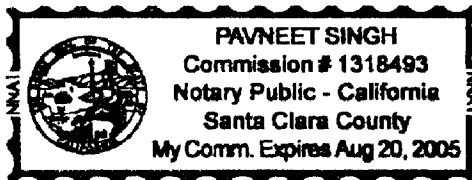


EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
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FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
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KB GEAR INTERACTIVE, INC.
United States Trademark Applications and Registrations

As of July 12, 2001

Info	Status/Type	Class	Goods and Services	Symbol	Filing Date & Serial No.	Registration Date & No.	Amend/ of Use Due	Expiration Date	Comments
DARE TO GO WHERE NO MOUSE HAS GONE BEFORE	Registered Trademark	9	Computer peripheral devices, namely, computer drawing tablets and computer pointing devices	®	8/25/98 75542,749	3/19/01 2,435,667	Due between 3/13/2008 and 3/12/2007	3/13/2011	
JAM STUDIO	Pending Intent to Use Trademark Application	9	Computer hardware and software for composing, generaling, recording, editing, playing, digitizing, reproducing, transmitting and storing music, sound, sound effects, audio files and video files; microphones; computer hardware, namely, computerized audio input devices, musical instrument digital interfaces devices, computer speakers, computer sound amplifiers, computer sound mixers, and keyboards; computer software programs for accessing global computer networks, audio file compression, decompression and transmission, video image compression, decompression and transmission, word text editing, and email	TM	3/13/00 755842,225				Final review completed by the USPTO 6/28/01; application will register in due course
JAMCAM	Registered Trademark	9	Digital cameras	®	8/25/98 75542,746	6/5/00 2,358,189	Due between 6/3/2005 and 6/3/2008	6/8/2010	
JAMCAM, JR.	Registered Trademark	9	Digital cameras	®	9/28/99 751808,726	7/25/00 2,371,237	Due between 7/25/2005 and 7/25/2008	7/25/2010	
JAMCORDER	Pending Intent to Use Trademark Application	9	Digital video and audio recorder, computer software for creating, editing, reproducing, playing and transmitting video and audio files	TM	2/28/01 76217,682				Final review prior to publication completed by the USPTO 7/3/01; application will be published for opposition

Prepared by:
James A. Wahl
Lee M. Wilka

Mackell, Grouse & Moore, PLC
1400 AT&T Tower
Minneapolis, MN 55402

Tel: (612) 305-1400
Fax: (612) 305-1414

EXHIBIT B

TRADEMARK

REEL: 002411 FRAME: 0414

KB GEAR INTERACTIVE, INC.
United States Trademark Applications and Registrations

Mark	Status/Type	Class	Goods and Services	Symbol	Filing Date & Serial No.	Registration Date & No.	Amendment of Use Dup	Expiration Date	Comments
JAM-IT	Registered Trademark	9	Computer hardware and software for composing, generating, recording, editing, playing, digitizing, reproducing, transmitting and sharing music, sound, sound effects, audio files and video files; microphones; computer hardware, namely, computerized audio input devices, musical instrument; digital interface devices, computer speakers, computer sound emulators, computer sound mixers, and keyboard; computer software programs for accessing global computer networks, audio file compression, decompression and transmission, video image editing, and email	®	3/13/00 75912,226	7/3/01 2,486,695	Due between 7/3/2006 and 7/3/2007	7/3/2011	
JAMES	Pending Intent to Use Trademark	9	Digital sound equipment, namely, compact disc recorders and players, tape players and recorders; audio and stereo equipment; MP3 format players and recorders; computer hardware and software for playing digital music	TM	8/12/89 76774,967				Notice of Allowance Issued 8/6/01; Statement of Use due 12/6/01; Statement of Use sent to client for signature 6/22/01
JAM WWW.JARONLINE.COM and Design	Pending Trademark Application	9	Computer hardware and software for composing, generating, recording, editing, playing, digitizing, reproducing, transmitting and sharing music, sound, sound effects, audio files and video files; microphones; computer hardware, namely, computerized audio input devices, musical instrument; digital interface devices, computer speakers, computer sound emulators, computer sound mixers, and keyboard; computer software programs for accessing global computer networks, audio file compression, decompression and transmission, video image compression, decompression and transmission, word text editing, and email; digital cameras; and digital sound equipment, namely, compact disc recorders and players, tape players and recorders; audio and stereo equipment, namely, amplifiers, receivers, mixers, mixers and speakers; MP3 format players and recorders; computer hardware and software for playing digital music	TM	5/11/00 781047,070				Final review prior to publication completed by the USPTO 6/28/01; application will be published for opposition

Prepared by:
James A. Wahl
Lee M. Wilka

MacMill, Crouse & Moore, PLC
1400 AT&T Tower
Minneapolis, MN 55402

Tel: (612) 305-1400
Fax: (612) 305-1414

KB GEAR INTERACTIVE, INC.
United States Trademark Applications and Registrations

Mark	Status/Type	Class	Goods and Services	Symbol	Filing Date & Serial No.	Registration Date & No.	Affidavit of Use Due	Expiration Date	Comments
KB GEAR	Pending Intent to Use Trademark	9	Computer peripheral devices, computer drawing tablets, computer pointing devices, computer light pens and computer keyboards; computer software for painting and drawing; and digital cameras	TM	2/18/99 75/644,387				Opposition pending with the Trademark Trial and Appeal Board 7/8/01
KB GEAR INTERACTIVE	Pending Trademark Application	9	Computer drawing tablets, computer pointing devices, computer light pens and computer keyboards; computer software for painting and drawing; and digital cameras	TM	02/099 75/809,825				Opposition pending with the Trademark Trial and Appeal Board 7/8/01
KIDBOARD	Registered Trademark	9	Computer peripheral device, namely, computer keyboard	®	12/5/94 74/462,184	12/5/95 1,940,221	Filed 2/22/01	12/5/2005	
KIDDRAW	Registered Trademark	9	Computer peripheral device, namely, computerized drawing device consisting of a stylus and tablet	®	7/7/95 74/899,163	12/29/7 2,094,491	Due between 1/29/2002 and 1/28/2003	1/28/2007	
KIDPORT	Registered Trademark	9	Computer peripheral device, namely, light pen	®	5/8/95 75/099,690	11/11/97 2,111,744	Due between 11/11/2002 and 11/11/2003	11/11/2007	
PABLO	Registered Trademark	9	Computer peripheral device, namely, computerized drawing device consisting of a stylus and tablet	®	10/24/96 76/187,083	8/25/99 2,181,502	Due between 8/25/2003 and 8/25/2004	8/25/2009	
PHOTOSHARP	Pending Trademark Application	9	Computer software for enhancing photographs	TM	3/8/00 75/998,700				Approved for publication by the USPTO 6/7/01; application will be published for opposition
SKETCHBOARD	Registered Trademark	9	Computer peripheral device, namely, computerized drawing device consisting of a stylus and tablet	®	6/20/97 78/294,827	01/89 2,248,644	Due between 6/1/2004 and 6/1/2005	6/1/2009	
SKETCHBOARD STUDIO	Registered Trademark	9	Computer peripheral device, namely, computerized drawing device consisting of a stylus and tablet	®	9/28/99 75/809,725	8/1/00 2,372,942	Due between 8/1/2005 and 8/1/2006	8/1/2010	

Prepared by:
 James A. Wahl
 Lee M. Villa

Itacell, Creunus & Moore, PLC
 1400 AT&T Tower
 Minneapolis, MN 55402

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KB GEAR INTERACTIVE, INC.
United States Trademark Applications and Registrations

Mark	Status/Type	Class	Goods and Services	Symbol	Filing Date & Serial No.	Registration Date & No.	Affidavit of Use Due	Expiration Date	Comments
SYDDOODLE	Registered Trademark	9	Computer software for painting and drawing	®	5/12/97 75280,577	8/29/98 2,192,866	Due between 8/29/2003 and 9/29/2004	9/29/2008	
TECHND TIKES	Pending Trademark Application	9	Computer hardware, computer peripherals and computer software for painting and drawing, and for composing, generating, recording, editing, playing, digitizing, reproducing, transmitting and sharing music, sound, sound effects, audio files and video files; computer peripherals, namely computer keyboards and mice; interactive entertainment software, namely, interactive video game programs, interactive educational programs and interactive multimedia computer game programs; computer hardware and peripherals, namely musical instrument digital interface devices, computer speakers, computer sound amplifiers, and computer sound mixers; computer software programs for accessing global computer networks, for audio file compression, decompression and transmission, for video image compression, decompression and transmission, and for word text editing and email; digital cameras; digital sound equipment, namely, compact disc recorders and players, tape players and recorders, audio and video equipment; MP3 format players and recorders; and computer hardware and software for playing digital music	TM	3/18/99 75563,161				Office Action response filed 8/18/00

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KB GEAR INTERACTIVE, INC.
United States Trademark Applications and Registrations

Mark	Status/Type	Class	Goods and Services	Symbol	Filing Date & Serial No.	Registration Data & No.	Affidavit of Use Due	Expiration Date	Comments
YOU, DIGITAL	Pending Trademark Application	9	Computer hardware and software for composing, generating, recording, editing, playing, digitizing, reproducing, transmitting and sharing music, sound, sound effects, audio files and video files; microphones; computer hardware, namely computerized audio input device; musical instrument digital interface devices, computer speakers, computer sound amplifiers, computer sound mixers, and keyboards; computer software programs for accessing global computer networks, audio file compression, decompression and transmission, video image compression, decompression and transmission, word text editing, and email; digital cameras; and digital sound equipment, namely, compact disc recorders and players, tape players and recorders; audio and stereo equipment; mp3 format players and recorders; computer hardware and software for playing digital music	TM	10/6/00 78142,873				Published for opposition in the Official Gazette 6/5/01

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Federal Trademark Application Filing Confirmation

This confirms that an application has been electronically filed with the U.S. Patent & Trademark Office pursuant to Trademark Rule 1.1 (37 C.F.R. § 1.1) to register the mark set forth herein on the Principal Register under Section 1 of the Lanham Act (15 U.S.C. § 1051) as follows:

Mark: X-STREAM
Serial No.: 78/071,652
Filing Date: June 29, 2001
Owner: KB Gear Interactive, Inc.
Status: Intent-to-Use
Type: Typed Drawing
Goods/ Services: Digital camera for capturing still and motion images and computer software sold as a unit therewith for manipulating the captured images

Filing Confirmation sent by Trademark Electronic Application System to Michael A. Bondi on June 29, 2001 at 11:13 a.m. EST.

Compiled by Patterson, Thunert, Skaar & Christensen, P.A. on behalf of
KB Gear Interactive, Inc.

Federal Trademark Application Filing Confirmation

This confirms that an application has been electronically filed with the U.S. Patent & Trademark Office pursuant to Trademark Rule 1.1 (37 C.F.R. § 1.1) to register the mark set forth herein on the Principal Register under Section 1 of the Lanham Act (15 U.S.C. § 1051) as follows:

Mark: ARTOPIA
Serial No.: 78/071,654
Filing Date: June 29, 2001
Owner: KB Gear Interactive, Inc.
Status: Intent-to-Use
Type: Typed Drawing
Goods/ Services: Computer drawing tablets and computer software sold as a unit therewith

Filing Confirmation sent by Trademark Electronic Application System to Michael A. Bondi on June 29, 2001 at 11:13 a.m. EST.

Compiled by Patterson, Thunte, Skaar & Christensen, P.A. on behalf of
KB Gear Interactive, Inc.