



02-12-2002



102016945

FORM PTO-1594  
(Rev 5-93)

REC

1. \_\_\_\_\_

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):  
IVN ENTERTAINMENT, INC.Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership:  
Corporation - State:  
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: November 15, 1997

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

A. Trademark Application No.(s)

N/A

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

Name: SILICON VALLEY BANK  
Address: 3003 TASMAN DRIVE  
City: SANTA CLARA State: CA Zip: 95054Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership:  
Corporation - State:  
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

B. Trademark Registration No.(s)

1,945,571	1,665,439	1,501,955
2,105,666	1,736,121	
2,097,950	1,441,616	

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  
400 Hamilton Avenue  
Palo Alto, California 94301

6 Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41)..... \$ 190.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number: 07-1907

(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

Signature

December 3, 1997

Date

Total number of pages comprising cover sheet: [ 15 ]

Mail Documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, DC 20231PA:710801.1  
1190989-933900TRADEMARK  
REEL: 002443 FRAME: 0776

# AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement ("Agreement") is entered into as of November 15, 1997, by and between SILICON VALLEY BANK ("Bank") and IVN ENTERTAINMENT, INC. ("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 Amended and Restated 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). 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.

B. Grantor and Bank have previously entered into an Intellectual Property Security Agreement dated December 18, 1995 (the "Original Security Agreement"). Grantor and Bank wish to amend and restate the terms of the Original Security Agreement as stated herein. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement, 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 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 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.

This Agreement is intended to and does completely amend and restate, without novation, the Original Security Agreement. All security interests granted under the Original Security Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under the Loan Agreement.

IN WITNESS WHEREOF, the parties have cause this Amended and Restated 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:

IVN ENTERTAINMENT, INC.

1390 Willow Pass Road, Suite 900  
Concord, CA 94520

Attn: Ms. Nancy LeSage

By: *J. Robert Brownell*

Title: CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054

Attn: Mr. William Broyles

By: *W. Broyles*

Title: SEVP

EXHIBIT A

Copyrights

see attached.

PA\699187-3

TRADEMARK  
REEL: 002443 FRAME: 0779

COPYRIGHTS REGISTERED AFTER SEPTEMBER 1993  
TO PRESENT  
(As of September 29, 1997)

	<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
1.	Argentina	PA 668-027	10-20-93
2.	Arizona	PA 668-026	10-20-93
3.	Amsterdam	PA 668-062	10-20-93
4.	Atlantic City	PA 668-052	10-20-93
5.	Australia	PA 668-053	10-20-93
6.	Austria	PA 668-050	10-20-93
7.	Baltic States	PA 668-061	10-20-93
8.	Bible Lands	PA 668-054	10-20-93
9.	California	PA 668-056	10-20-93
10.	Canada	PA 665-815	10-20-93
11.	Costa Rica	PA 668-055	10-20-93
12.	Czechoslovakia	PA 668-057	10-20-93
13.	Denmark	PA 668-028	10-20-93
14.	Egypt	PA 668-059	10-20-93
15.	Exploring Tropical Australia	PA 668-058	10-20-93
16.	Finland	PA 668-029	10-20-93
17.	Fodor's Australia	PA 668-051	10-20-93
18.	Fodor's Germany	PA 665-620	10-20-93
19.	Fodor's Spain	PA 667-939	10-20-93
20.	Galapagos	PA 665-634	10-20-93
21.	Great Cities of Europe	PA 665-624	10-20-93
22.	Florida	PA 665-637	10-20-93
23.	Fodor's France	PA 665-619	10-20-93
24.	Fodor's Italy	PA 665-636	10-20-93
25.	France	PA 665-635	10-20-93

	<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
26.	Germany	PA 665-618	10-20-93
27.	Greece	PA 665-626	10-20-93
28.	Holland, Luxembourg & Belgium	PA 665-625	10-20-93
29.	Hungary	PA 655-649	10-20-93
30.	India	PA 665-641	10-20-93
31.	Ireland	PA 665-622	10-20-93
32.	Jamaica	PA 665-621	10-20-93
33.	Japan	PA 672-858	10-20-93
34.	Las Vegas	PA 665-651	10-20-93
35.	London	PA 665-650	10-20-93
36.	Los Angeles	PA 665-652	10-20-93
37.	Malaysia	PA 665-638	10-20-93
38.	Mexico	PA 665-655	10-20-93
39.	Morocco	PA 665-654	10-20-93
40.	Moscow/Leningrad	PA 665-640	10-20-93
41.	New York	PA 672-823	10-20-93
42.	New Orleans	PA 665-639	10-20-93
43.	New Zealand	PA 665-633	10-20-93
44.	Norway	PA 665-623	10-20-93
45.	Poland	PA 667-953	10-20-93
46.	Portugal	PA 667-952	10-20-93
47.	Peru	PA 665-653	10-20-93
48.	Rand McNally Bavaria and Beyond	PA 668-044	10-20-93
49.	Rand McNally Bible Lands	PA 660-871	10-20-93
50.	Rand McNally Canada	PA 668-094	10-20-93

	<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
51.	Rand McNally Chicago	PA 660-869	10-20-93
52.	Rand McNally Celebrated Cities of America	PA 667-958	10-20-93
53.	Rand McNally Egypt	PA 667-955	10-20-93
54.	Rand McNally Enchanted Cities of Europe	PA 667-948	10-20-93
55.	Rand McNally Europe The Grand Tour	PA 667-956	10-20-93
56.	Rand McNally Florida	PA 667-950	10-20-93
57.	Rand McNally Ireland	PA 667-937	10-20-93
58.	Rand McNally London	PA 667-936	10-20-93
59.	Rand McNally New Orleans	PA 667-935	10-20-93
60.	Rand McNally Poland	PA 668-105	10-20-93
61.	Rand McNally Romantic Cities of Europe	PA 667-980	10-20-93
62.	San Francisco Bay Cruise	PA 672-777	10-20-93
63.	San Francisco: The Golden Gateway	PA 667-942	10-20-93
64.	Scandinavia	PA 667-979	10-20-93
65.	Scotland	PA 667-982	10-20-93
66.	South Africa	PA 667-977	10-20-93
67.	Sweden	PA 667-981	10-20-93
68.	Switzerland	PA 667-984	10-20-93
69.	Taiwan	PA 672-810	10-20-93
70.	Thailand	PA 667-938	10-20-93
71.	Trekking the Alps	PA 667-940	10-20-93
72.	Ukraine	PA 667-978	10-20-93
73.	Vietnam	PA 667-963	10-20-93
74.	Wales	PA 667-946	10-20-93

	<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
75.	Washington D.C.	PA 667-962	10-20-93
76.	Winning Face to Face: The Art of Resolving Conflicts in the Workplace	PA 673-458	10-20-93
77.	Fodor's Greece	PA 691-354	5-06-94
78.	Rand McNally Celebrated National Parks	PA 715-738	8-17-94
79.	France (Discovering)	PA 715-736	8-17-94
80.	Texas	PA 715-739	8-17-94
81.	Rand McNally Arizona	PA 715-741	8-17-94
82.	Rand McNally Las Vegas	PA 715-742	8-17-94
83.	Cosmic Rhapsody	PA 715-733	8-17-94
84.	Rand McNally California	PA 715-734	8-17-94
85.	Rand McNally Exploring Antarctica	PA 715-744	8-17-94
86.	U.S.A.	PA 715-735	8-17-94
87.	Rand McNally Texas	PA 715-740	8-17-94
88.	Fodor's Alaska	PA 695-984	5-6-94
89.	Fodor's Switzerland	PA 695-983	5-6-94
90.	Rome	PA 721-967	10-20-93
91.	Spain	PA 311-986	11-20-86
92.	Paris	PA 311-977	11-24-86
93.	Chicago	PA 582-960	9-17-92
94.	America's National Parks	PA 695-987	4-13-94
95.	Mediterranean	PA 730-034	8-17-94
96.	Rand McNally Treasured National Parks	PA 730-153	8-17-94
97.	Rand McNally Alcatraz	PA 714-659	8-17-94



	<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
98.	Rand McNally Golden Gate Bridge	PA 714-660	8-17-94
99.	Italy	PA 730-038	8-17-94
	<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
100.	Rand McNally Discovering The Amazon to the Andes	PA 738-611	1-20-95
101.	Rand McNally Alaska	PA 738-608	1-20-95
102.	Rand McNally Rafting The Grand Canyon	PA 738-609	1-20-95
103.	New Mexico	PA 738-610	1-20-95
104.	Rand McNally Japan	PA 703-758	7-7-95
105.	Rand McNally New Mexico	PA 703-757	7-7-95
106.	Rand McNally New York	PA 703-755	7-7-95
107.	Rand McNally Washington, D.C.	PA 703-752	7-7-95
108.	Windows to the World Japan	PA 722-761	7-7-95
109.	Windows to the World Vietnam	PA 778-855	3-1-96
110.	SuperCities Amsterdam	PA 703-759	7-7-95
111.	SuperCities Bangkok	PA 703-751	7-7-95
112.	SuperCities Barcelona	PA 703-627	7-7-95
113.	SuperCities Florence	PA 703-756	7-7-95
114.	SuperCities Hong Kong	PA 703-764	7-7-95
115.	SuperCities Istanbul	PA 703-753	7-7-95
116.	SuperCities London	PA 703-765	7-7-95
117.	SuperCities New York	PA 703-762	7-7-95
118.	SuperCities Lisbon	PA 722-639	7-7-95
119.	SuperCities Paris	PA 703-760	7-7-95
120.	SuperCities Rio De Janeiro	PA 703-763	7-7-95

	<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
121.	SuperCities Rome	PA 703-754	7-7-95
122.	SuperCities St. Petersburg	PA 703-761	7-7-95
123.	SuperCities Venice	PA 703-750	7-7-95
124.	Romantic Rhapsody	PA 778-698	3-1-96
125.	Jordan	PA 778-694	3-1-96
126.	Discovering Russia	PA 778-711	3-1-96
127.	Southern Africa Safari	PA 778-700	3-1-96
128.	Windows to the World India	PA 778-853	3-1-96
129.	Windows to the World Thailand	PA 778-854	3-1-96
130.	Windows to the World China	PA 790-231	12/9/96
131.	SuperCities Johannesburg	PA 778-704	3-1-96
132.	SuperCities Vienna	PA 778-691	3-1-96
133.	SuperCities Berlin	PA 778-695	3-1-96
134.	SuperCities Cairo	PA 778-702	3-1-96
135.	SuperCities Madrid	PA 778-705	3-1-96
136.	SuperCities Stockholm	PA 778-696	3-1-96
137.	SuperCities Prague	PA 778-701	3-1-96
138.	SuperCities Berne/Lucerne	PA 778-693	3-1-96
139.	SuperCities Munich	PA 778-706	3-1-96
140.	SuperCities Marrakech/Fez	PA 778-703	3-1-96
141.	SuperCities Mexico City	PA 778-709	3-1-96
142.	SuperCities Budapest	PA 778-710	3-1-96
143.	Creatures of the Wild	PA 778-697	3-1-96
144.	Creatures of the Blue	PA 778-692	3-1-96
145.	Hawaii Video Postcard	PA 778-699	3-1-96
146.	Grand Canyon Video Postcard	PA 778-712	3-1-96

	<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
147.	Britain The Garden Kingdom	PA 780-757	4-8-96
148.	Cuba	PA 825-268	12/9/96
149.	China	PA 825-271	12/9/96
150.	The Philippines	PA 822-812	12/9/96
151.	Israel	PA 820-670	12/9/96
152.	Jerusalem	PA 822-811	12/9/96
153.	Indonesia	PA 825-269	12/9/96
154.	South Korea	PA 825-265	12/9/96
155.	New England	PA 825-267	12/9/96
156.	Rand McNally Tahiti	PA 613-611	4/30/94
157.	Caribbean	PA 599-525	1/31/95
158.	Rand McNally Caribbean	PA 599-525	7/31/95
159.	Hong Kong & Macau	PA 301-399	1/31/96
160.	Bali	PA 599-524	7/31/96
161.	The Spirit Within: Spirits of the Blue	TBD	TBD
162.	The Spirit Within: Spirits of the Wild	TBD	TBD
163.	Singapore	PA 599-523	10/31/96
164.	Islands of the So. Pacific	PA 613-611	1/31/97
166.	Brazil	PA 613-643	7/31/97

EXHIBIT B

Patents

*none*

PA\699187-3

EXHIBIT C

Trademarks

see attached

PA\699187-3

<u>MARK</u>	<u>STATUS</u>	<u>ACTION REQUIRED</u>	<u>URL REGISTRATION</u>
International Video Network	Statement of Use Pending		
IVN Communications	No file. Only a State of CA corp. file.		
IVN Entertainment	Filed with State of California	Decision made not to pursue trademark	
Logo Design (Globes)	Statement of Use filed 6/97		
International Broadcast Network	Attorney recommended in 1993 to not register it until we build goodwill on the mark.		YES
IVN.com			
VIDEO VISITS®	Registered Trademark 5/23/94	Up for renewal 8/30/2008	
VIDEO EXPEDITIONS®	Section 8 & Section 15 filed & registered		
VIDEO TRAVELLER®	Registered Trademark 12/1/92	Registration is for 10 years But you must file a declaration of use during the 6th year (12/1/98) or it will be canceled	
Video Travel Library®	Section 8 has been filed & registered 12/92	Renewal must be done June 2, 2007	
Video Field Trip	Attorney advised us to file a Statement of Use back in 11/92. I see no evidence that we did this.		

MARK

STATUS

ACTION REQUIRED

URL REGISTRATION

VivaMundo

Search Report Done

VivaMundo.com

YES

SuperCities

The name is already registered to Carlsen Travel since 1983 for their tours. Go on using the name without registering, little risk.

Video Postcard

Attorney advised that many companies have tried to register this mark, but all are refused. Concludes that we can use it without any infringement. Doubtful if it can every be registered unless we establish a significant presence with the name.

VideoVisits.com

YES

Windows to the World

Search was done. There appears to have been many conflicts. Further investigation would be required before attempting to register.