

05-31-2002



102107253

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2001)
Tab settings =>=>=>

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

1. Name of conveying party(ies):
Myrio Corporation 5-28-02
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-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: April 10, 2002

2. Name and address of receiving party(ies)
Name: Alexander Hutton Venture Partners, L.P.
Internal Address: _____
Street Address: 999 Third Avenue, Suite 3700
City: Seattle State: Washington Zip: 98104

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership Washington
 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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/014,804 76/014,808 76/071,716
76/014,806 76/071,715 76/071,717

B. Trademark Registration No.(s)
2,249,050
2,549,430

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Perkins Coie LLP, Attn: Heidi L. Sachs
Internal Address: Suite 4800
Street Address: 1201 Third Avenue
City: Seattle State: Washington Zip: 98101

6. Total number of applications and registrations involved **20**

7. Total fee (37 CFR 3.41) \$515.00
 Enclosed
 Authorized to be charged to deposit amount

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
Brent P. Sanders
Heidi L. Sachs

Name of Person Signing

Signature

Date

May 14, 2002

DBYRNE 00000074 76014804

Total number of pages including cover sheet, attachments, and documents: **14**

05/30/2002
01 FC:481
02 FC:482

40.00 UP
475.00 UP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademark, Box Assignments
Washington, D.C. 20231

OFFICE OF PUBLIC RECORDS
2002 MAY 28 AM 9:41
FINANCE SECTION

TRADEMARK
REEL: 002516 FRAME: 0014

**RECORDATION FORM COVER SHEET
CONTINUING INFORMATION**

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

NeoCarta Ventures, L.P., a Delaware limited partnership
230 Park Avenue, Suite 1000
New York, New York 10169

NeoCarta Scout Fund, L.L.C., a Delaware limited liability company
230 Park Avenue, Suite 1000
New York, New York 10169

Ridgewood SourceNet, LLC, a Delaware limited liability company
947 Linwood Ave.
Ridgewood, NJ 07450

Ridgewood Capital Management, LLC, a Delaware limited liability
company
947 Linwood Ave.
Ridgewood, NJ 07450

3. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/071,719

76/116,221

76/116,223

76/116,224

76/231,156

76/235,650

76/235,652

76/235,653

76/235,654

76/235,655

76/235,656

76/235,657

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is made and entered into as of April 10, 2002, by Myrio Corporation, a Delaware corporation ("Borrower"), for the benefit of Alexander Hutton Venture Partners, L.P., as collateral agent (in such capacity, "Agent") for those persons identified on Schedule I hereto (together with such persons' successors and assigns, the "Investors").

RECITALS:

A. Concurrently with the execution hereof, the Investors and Borrower entered into a Note and Warrant Purchase Agreement (the "Purchase Agreement"), pursuant to which the Investors agreed to receive certain Convertible Promissory Notes (the "Notes") and Warrants in exchange for making certain loans to Borrower (the "Loans").

B. Borrower wishes to grant to Agent a security interest in all its assets as security for all the Secured Obligations (as defined below), which security interest will be subordinate to the security interest of Comerica Bank—California (the "Bank") pursuant to that certain Subordination Agreement dated as of even date herewith, between each of the Investors and the Bank (the "Subordination Agreement").

NOW, THEREFORE, in order for the Investors to make the Loans, Borrower agrees as follows:

ARTICLE I. DEFINITIONS

The terms "Account," "Chattel Paper," "Deposit Account," "Document," "Electronic Chattel Paper," "Equipment," "Financial Assets," "General Intangible," "Goods," "Health-Care-Insurance Receivables," "Instrument," "Inventory," "Investment Property," "Letter of Credit Rights," "Payment Intangible" and "Supporting Obligation," shall have the meanings defined in the Uniform Commercial Code as enacted in Washington, as amended from time to time.

When used in this Agreement, the following terms shall have the following meanings:

"Account Debtor" means the party who is obligated on or under any Account, Chattel Paper or General Intangible.

"Collateral" means all property, real, personal and mixed, tangible and intangible, wherever located, now owned or hereafter acquired by Borrower, or in which Borrower has or later obtains an interest, and all products, profits, rents and proceeds of such property, including but not limited to Accounts, Chattel Paper (including Electronic Chattel Paper), Deposit Accounts, Documents, Equipment, Financial Assets, General Intangibles (including Payment Intangibles), Goods, Health-Care-Insurance Receivables, Instruments, Inventory,

Investment Property, Letter of Credit Rights, Supporting Obligations, Patents, Copyrights and Trademarks, all claims for tax refund, whether now existing or hereafter arising, of Borrower against any city, county, state or federal government or any agency or authority or other subdivision thereof, and the proceeds thereof and all of Borrower's drawings, designs, blueprints and sketches, used or usable in connection with Borrower's business; all customer lists, ledger and account cards, computer tapes, discs and printouts, and books and records of Borrower; and any and all other properties and assets of Borrower of whatever nature, tangible or intangible, wherever located and whether now or hereafter existing.

"Copyrights" means any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and the applications listed on Schedule II attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

"Event of Default" means an occurrence of an Event of Default as defined in the Note.

"Patents" means any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule III attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

"Secured Obligations" means all obligations and liabilities of every nature of Borrower now or hereafter existing under or arising out of or in connection with the Notes and/or the Purchase Agreement, whether for principal, interest (including without limitation interest that, but for the filing of a petition in bankruptcy with respect to Borrower, would accrue on such obligations), fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owned with others, and whether or not from time to time decreased or extinguished and later increased, created, or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Agent or the Investors as a preference, fraudulent transfer, or otherwise, all attorneys' fees and other costs and expenses incurred by Agent and/or Investors in connection with the enforcement of the rights and remedies reserved in the Notes, the Purchase Agreement and this Agreement, through all appeals, and all obligations of every nature of Borrower now or hereafter existing under this Agreement.

"Trademark" means (a) any trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo or other source or business identifier, including, without limitation, any of the aforementioned items referred to in Schedule IV attached hereto, and the goodwill associated therewith, now existing or hereafter adopted or acquired, any registration or recording thereof, and any application in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or of any state thereof or any other country or any political subdivision thereof, or otherwise, and (b) all renewals thereof.

ARTICLE II. GRANT OF SECURITY INTEREST

2.1 General Grant of Interest

As security for the payment and satisfaction of the Secured Obligations, Borrower hereby grants to Agent, for the benefit of the Investors, a continuing security interest in and assigns to Agent all of Borrower's right, title and interest in the Collateral and all products, profits, rents and proceeds thereof.

2.2 Limitation on Agent's Rights

Agent acknowledges the liens and security interests granted hereunder are subject to the Subordination Agreement.

ARTICLE III. COVENANTS OF BORROWER

Borrower shall fully perform each of the covenants set forth below.

3.1 Obligations to Pay

(a) Borrower shall pay to the Investors, as and when due and in full, all amounts payable by Borrower to the Investors, pursuant to the Notes; and

(b) Borrower shall pay and reimburse Agent and the Investors for other Secured Obligations including reasonable attorneys' fees and legal expenses incurred in connection with the exercise by Agent or the Investors of any of their rights or remedies under this Agreement or the Notes.

3.2 Performance

Borrower shall fully perform in a timely fashion every covenant, agreement and obligation set forth in the Purchase Agreement, this Agreement and the Notes.

3.3 Further Documentation

Upon the written request of Agent, and at the sole expense of Borrower, Borrower will promptly execute and deliver such further instruments and documents and take such further actions as Agent may deem desirable to obtain the full benefits of this Agreement and

unless and until given written notice signed by the Majority Holders that Agent no longer has such power and authority.

IN WITNESS WHEREOF, Borrower, Investors and Agent have caused these presents to be duly executed by their respective duly authorized signatories as of the day and year first above written.

MYRIO CORPORATION

By 
Title _____

COLLATERAL AGENT

Accepted By: Alexander Hutton Venture Partners, L.P., as collateral agent for the Investors

By AHVP Management, LLC, its general partner

By _____
Title _____

THE INVESTORS

Ridgewood SourceNet, LLC

By Ridgewood Venture Management Corporation, its Manager

By _____
Title _____

Alexander Hutton Venture Partners, L.P.

By AHVP Management, LLC, its general partner

By _____
Title _____

Security Ag

unless and until given written notice signed by the Majority Holders that Agent no longer has such power and authority.

IN WITNESS WHEREOF, Borrower, Investors and Agent have caused these presents to be duly executed by their respective duly authorized signatories as of the day and year first above written.

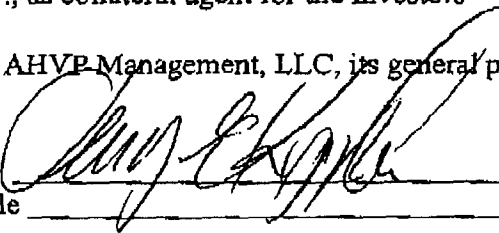
MYRIO CORPORATION

By _____
Title _____

COLLATERAL AGENT

Accepted By: Alexander Hutton Venture Partners, L.P., as collateral agent for the Investors

By AHVP Management, LLC, its general partner

By  _____
Title _____

THE INVESTORS

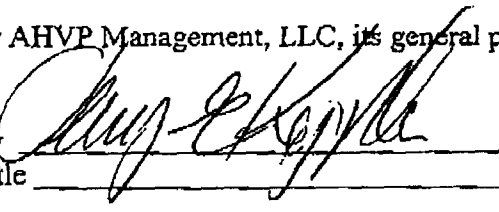
Ridgewood SourceNet, LLC

By Ridgewood Venture Management Corporation, its Manager

By _____
Title _____

Alexander Hutton Venture Partners, L.P.

By AHVP Management, LLC, its general partner

By  _____
Title _____

unless and until given written notice signed by the Majority Holders that Agent no longer has such power and authority.

IN WITNESS WHEREOF, Borrower, Investors and Agent have caused these presents to be duly executed by their respective duly authorized signatories as of the day and year first above written.

MYRIO CORPORATION

By _____
Title _____

COLLATERAL AGENT

Accepted By: Alexander Hutton Venture Partners,
L.P., as collateral agent for the Investors

By AHVP Management, LLC, its general partner

By _____
Title _____

THE INVESTORS

Ridgewood SourceNet, LLC

By Ridgewood Venture Management Corporation,
its Manager

By Robert L. Gold
Robert L. Gold, President

NeoCarta Ventures, L.P.

By NeoCarta Associates, LLC, its general partner

By Margaret Jackson
Title Managing Director

NeoCarta Scout Fund, L.L.C.

By NeoCarta Associates, LLC, its Manager

By Margaret Jackson
Title Managing Director

Ridgewood Capital Management, LLC

By _____
Title _____

Alexander Hutton Venture Partners, L.P.

By AHVP Management, LLC, its general partner

By _____
Title _____

NeoCarta Ventures, L.P.

By NeoCarta Associates, LLC, its general partner

By _____
Title _____

NeoCarta Scout Fund, L.L.C.

By NeoCarta Associates, LLC, its Manager

By _____
Title _____

Ridgewood Capital Management, LLC

By Robert L. Gold
Robert L. Gold, President and CEO

SCHEDULE I

INVESTORS

NeoCarta Ventures, L.P.
230 Park Avenue, Suite 1000
New York, New York 10169
Attn: Margaret Jackson
Fax: 212-931-8001

NeoCarta Scout Fund, L.L.C.
230 Park Avenue, Suite 1000
New York, New York 10169
Attn: Margaret Jackson
Fax: 212-931-8001

Alexander Hutton Venture Partners, L.P.
999 Third Avenue, Suite 3700
Seattle, WA 98104
Attn: Jerry E. Keppler

Ridgewood SourceNet, LLC
947 Linwood Ave.
Ridgewood, NJ 07450
Attn: Robert Gold

Ridgewood Capital Management, LLC
947 Linwood Ave.
Ridgewood, NJ 07450
Attn: Robert Gold

SCHEDULE IV**TRADEMARKS****Trademark Applications**

Country	Mark Name	Application Number	Application Date
Australia	DESIGN (INTERSECTING RINGS)	865359	02/08/2001
Australia	LEVERAGING YOUR LINES	860707	12/15/2000
Australia	MYRIO	860708	12/15/2000
Canada	DESIGN (INTERSECTING RINGS)	1,093,024	02/14/2001
Canada	LEVERAGING YOUR LINES	1,086,670	12/15/2000
Canada	MYRIO	1,086,671	12/15/2000
Community Trademark	DESIGN (INTERSECTING RINGS)	002096584	02/21/2001
Community Trademark	MYRIO	002004851	12/18/2000
Japan	DESIGN (INTERSECTING RINGS)	2001-11275	02/14/2001
Japan	LEVERAGING YOUR LINES	2001-135071	12/15/2001
Japan	MYRIO	2000-135072	12/15/2000
Norway	DESIGN (INTERSECTING RINGS)	2001.01939	02/13/2001
Norway	LEVERAGING YOUR LINES	2001.01938	02/13/2001
Norway	MYRIO	2001.01937	02/13/2001
South Korea	DESIGN (INTERSECTING RINGS)	40-2001-6415	02/21/2001
South Korea	DESIGN (INTERSECTING RINGS)	41-2001-2629	02/16/2001
South Korea	LEVERAGING YOUR LINES	40-2000-58017	12/16/2000
South Korea	LEVERAGING YOUR LINES	41-2000-31420	12/16/2000
South Korea	MYRIO	40-2000-58018	12/16/2000
South Korea	MYRIO	41-2000-31421	12/14/2000

Country	Mark Name	Application Number	Application Date
United States	BETTER TV, MORE CHOICES, ULTIMATE CONVENIENCE. IT'S WHAT YOU WANT, WHEN YOU WANT IT.	76/235,653	04/03/2001
United States	BETTER TV, MORE CHOICES, ULTIMATE CONVENIENCE. IT'S WHAT YOU WANT, WHEN YOU WANT IT.	76/235,654	04/03/2001
United States	BETTER TV, MORE CHOICES, ULTIMATE CONVENIENCE. IT'S WHAT YOU WANT, WHEN YOU WANT IT.	76/235,656	04/03/2001
United States	DESIGN (INTERSECTING RINGS)	76/116,223	08/24/2000
United States	DESIGN (INTERSECTING RINGS)	76/116,221	08/24/2000
United States	DESIGN (INTERSECTING RINGS)	76/116,224	08/24/2000
United States	LEVERAGING YOUR LINES	76/071,716	06/16/2000
United States	LEVERAGING YOUR LINES	76/071,717	06/16/2000
United States	LEVERAGING YOUR LINES	76/071,719	06/16/2000
United States	LEVERAGING YOUR LINES	76/071,715	06/16/2000
United States	MYRIO	76/014,804	03/31/2000
United States	MYRIO	76/014,806	03/31/2000
United States	MYRIO	76/014,808	03/31/2000
United States	TELEVISION IS CHANGING. JUST WATCH	76/235,650	04/03/2001
United States	TELEVISION IS CHANGING. JUST WATCH	76/235,652	04/03/2001
United States	TELEVISION IS CHANGING. JUST WATCH	76/235,655	04/03/2001
United States	TELEVISION IS CHANGING. JUST WATCH	76/235,657	04/03/2001
United States	TOTAL MANAGE	76/231,156	03/27/2001

Registered Trademarks

Country	Mark Name	Registration Number	Registration Date
Hong Kong	MYRIO	7978/2001	12/14/2000
Israel	MYRIO	144,852	10/12/2001
Switzerland	DESIGN (INTERSECTING RINGS)	487,909	02/16/2001
Switzerland	DESIGN (INTERSECTING RINGS)	493,842	02/16/2001
Switzerland	LEVERAGING YOUR LINES	490,197	12/15/2000
Switzerland	LEVERAGING YOUR LINES	485,356	12/15/2000
Switzerland	MYRIO	490,196	12/15/2000
Switzerland	MYRIO	485,355	12/15/2000
United States	DESIGN (INTERSECTING RINGS)	2,549,430	03/19/2002
United States	ODN	2,249,050	06/01/1999

PERKINS COIE LLP

1201 THIRD AVENUE, SUITE 4800 • SEATTLE, WASHINGTON 98101-3099
TELEPHONE: 206 583-8888 • FACSIMILE: 206 583-8500

Brent D. Sanders
Phone: (206) 287-3104
Email: BSanders@perkinscoie.com

May 14, 2002

Commissioner For Trademarks
Box Assignments/FEE
Washington, D.C. 20231

Re: Recordation of Security Interest
Conveying Party: Myrio Corporation
Receiving Parties: Alexander Hutton Venture Partners, L.P.
NeoCarta Ventures, L.P.
NeoCarta Scout Fund, L.L.C.
Ridgewood SourceNet, LLC
Ridgewood Capital Management, LLC
Our Ref.: 33852.0003.0000.GX56(001)

Dear Sir or Madam:

Enclosed for recordation is documentation regarding the Security Agreement dated April 10, 2002 between Myrio Corporation and the receiving parties, together with a recordation cover sheet and \$515.00 to cover the recordation fee. The Commissioner is authorized to charge any additional fees that may be required or credit any overpayment to Deposit Account No. 50-0665.

In addition, please direct all future correspondence regarding the applications to the undersigned.

If you have any questions, please contact me.

Very truly yours,



Brent D. Sanders

BK:mab
Enclosures

cc: Arnaud Gautier, Myrio Corporation
Betsy Kristoferson, Paralegal

[33852-0003/SL021190.068]

BEIJING BELLEVUE BOISE DENVER HONG KONG LOS ANGELES MENLO

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail on May 14, 2002, in an envelope addressed to the U.S. Patent & Trademark Office – Office of Public Record BOX ASSIGNMENTS/FEE Crystal Gateway 4, Room 335, 1213 Jefferson Davis Highway, Washington, D.C. 20231


Marina Anna Baker **TRADEMARK**

RECORDED: 05/28/2002

REEL: 002516 FRAME: 0028