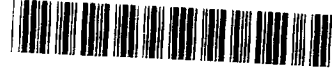


07-29-2002

FORM PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 05/31/2002)

REC



102171943

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.

1. Name of conveying party(ies): **Gracnote, Inc.**

Individual(s) 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: July 2, 2002

2. Name and address of receiving party(ies):
Name: **Silicon Valley Bank**
Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State-Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)	B. Trademark No.(s)
75/940,149 78/015,093 76/320,162	2,361,355
78/897,759 78/015,105 76/320,221	2,578,048
75/897,763 78/004,506	
78/004,496 75/940,155	
75/867,828 78/004,501	
78/004,503 76/350,572	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: **16**

7. Total fee (37 CFR 3.41): **\$415.00**
 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.

Susan Clay
Name of Person Signing Signature July 12, 2002

Total number of pages including cover sheet, attachments, and document: 9

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

07/26/2002 TBIAZ1 00000077 75940149
01 FC:481 40.00 OP
02 FC:482 375.00 OP

TRADEMARK
REEL: 002550 FRAME: 0740

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 2, 2002 by and between SILICON VALLEY BANK ("Bank") and GRACENOTE, INC. f/k/a CDDDB, 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 Loan and Security Agreement by and between Bank and Grantor dated as 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, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

IN WITNESS WHEREOF, the parties have cause this 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:

2141 Fourth Street
Berkeley, CA 94710
Attn: MICHAEL HAMILTON

GRACENOTE, INC. f/k/a CDDDB, Inc.

By: [Signature]

Title: CHIEF EXECUTIVE OFFICER

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: Tim Walsh

SILICON VALLEY BANK

By: [Signature]

Title: Senior VP

EXHIBIT A
Copyrights.

- (1) TX5-222-733 Copyright of CDDB Database program, 1/15/94
- (2) TX5-092-362 Copyright of CDDB Database program, 5/19/99
- (3) TX4-957-765 Copyright of CDDB Database program, 11/9/97
- (4) TX5-231-773 Copyright of CDDB Database Protocol Server version 1.0
- (5) TX5-231-774 Copyright of CDDB Database Protocol Server version 1.1
- (6) TX5-231-775 Copyright of CDDB Database Protocol Server version 1.2
- (7) TX5-231-776 Copyright of CDDB Database Protocol Server version 1.3
- (8) TX5-231-777 Copyright of CDDB Database Protocol Server version 1.4b39

EXHIBIT B
Patents and Applications.

- (1) **U.S. Patent No. 6,230,192 – Method and system for accessing remote data based on playback of recordings, issued May 8, 2001.** Relates to using a recording as a password to access a remote device via a computer network. An identifier is determined for the recording and the link to the remote device is based on the identifier.
- (2) **U.S. Patent No. 6,230,207 – Network delivery of interactive entertainment synchronized to playback of audio recordings, issued May 8, 2001.** Relates to features including interactively synchronizing the display of information from a remote device with the playback of a recording at a local device.
- (3) **U.S. Patent No. 6,240,459 – Network delivery of interactive entertainment synchronized to playback of audio recordings, issued May 29, 2001.** Relates to features including a playback system that compares the playback position of a recording with timing information received via a network from a database system to determine whether to request a new display segment from the database system.
- (4) **U.S. Patent No. 5,987,525 - Network delivery of interactive entertainment synchronized to playback of audio recordings, issued November 16, 1999.** Covers features including synchronizing visual content with the playback of a musical recording at a local computer that receives the visual content from a remote computer.
- (5) **U.S. Patent No. 6,154,773 - Network delivery of interactive entertainment complementing audio recordings, issued November 28, 2000.** Expanded the claims of synchronization Patent 5,987,524. Relates to features including synchronizing visual content with playback of a musical recording at a local computer that receives the visual content from a remote computer.
- (6) **U.S. Patent No. 6,061,680 – Method and system for finding approximate matches in database, issued May 9, 2000.** Relates to a method used to find title and track information in a database by calculating approximate length information based on the number and length of tracks on a recording.
- (7) **U.S. Patent No. 6,161,132 - System for synchronizing playback of recordings and display by networked computer systems, issued December 12, 2000.** Relates to a method of using a first device to control playback of a recording at one or more second devices connected to the first device via a network and transmitting output data related to the recording between the first and second devices.

- (8) **U.S. Patent No. 6,330,593 - System for Collecting Use Data Related to Playback of Recordings, issued December 11, 2001.** Relates to entertainment content complementary to a musical recording that is delivered to a user's computer by means of a computer network link. The user employs a browser to access the computer network. A plugin for the browser is able to control an audio CD or other device for playing the musical recording. A script stored on the remote computer accessed over the network is downloaded. The script synchronizes the delivery of the complementary entertainment content with the play of the musical recording.
- (9) **U.S. Patent Application, PCT/US98/007660 – Network Delivery of Interactive Entertainment Complementing Audio Records.** Pending
- (10) **Japan Patent Application, PCT/US98/07,660 - Network Delivery of Interactive Entertainment Complementing Audio Records.** Pending
- (11) **Australia Patent Application, 71246/98 – Network Delivery of Interactive Entertainment Complementing Audio Records.** Abandoned February 8, 2002.
- (12) **Canadian Patent Application, PCT/US98/07660 – Network Delivery of Interactive Entertainment Complementing Audio Records.** Pending
- (13) **European Patent Application, 98918292.8 – Network Delivery of Interactive Entertainment Complementing Audio Records.** Pending
- (14) **U.S. Patent Application, 09/621,219 – Method and System for Finding a Match in Database Related to Waveforms.** Pending.
- (15) **U.S. Patent Application, 09/820,722 – Method and System for Accessing Web Pages Based on Playback of Recordings.** Pending.
- (16) **U.S. Patent Application, 09/354,164 – Digital Audio Signature Creator/Analyzer Update.** Pending.
- (17) **U.S. Patent Application, 09/662-868 – Method for Creating Dynamic Graphical User Interfaces by the Use of Color-Encoded Functionality Maps.** Abandoned.
- (18) **U.S. Patent Application, PCT/US00/25001 – System for Creating Dynamic Graphical User Interfaces by the Use of Color-Encoded Functionality Maps.** Abandoned.
- (19) **U.S. Patent Application, 60/269,844 – Embedded CD Database Communication Method.** Abandoned.

- (20) U.S. Provisional Patent Application, 60/305,869 – Digital Music Multiple Step Identification Method and System.**
- (21) U.S. Provisional Patent Application, 1364.1014P – Web Based User Lyrics Submit.**
- (22) U.S. Provisional Patent Application, 1364.1015P – Automated Lyrics Synchronization.**
- (23) U.S. Provisional Patent Application, 60/305,621 – CD-Rom Database for Music Recognition on Devices.**
- (24) U.S. Provisional Patent Application, 60/306,167 – Music Recognition from an Analog Signal Stream.**
- (25) U.S. Provisional Patent Application, 1364.1018P – Wireless Area Data Distribution System.**
- (26) U.S. Provisional Patent Application, 1364.1019P – Digital Music Multiple Step Identification Method and System.**
- (27) U.S. Provisional Patent Application, 1615.1016P – Playlist and Music Management for Devices.**
- (28) U.S. Provisional Patent Application, 1615.1017P – Enabling Purchase of Audio Through Radio Buy Button.**
- (29) Patent Right. U.S. Patent No. 6,304,523 - Playback Device Having Text Display and Communication with Remote Database of Titles, issued October 16, 2001 to OpenGlobe. Exclusive license to CDDB related to Music Recognition. Relates to a Multi-CD Changer of digital Musical Jukebox that connects to a network in order to retrieve and then display textual and other information about the audio files stored or played on the device.**

EXHIBIT C
Tradenames.

(1)	CD IS THE KEY	PENDING 75/940149
(2)	CDDDB ENABLED (DESIGN)	PENDING 78/897759
(3)	CDDDB	REGISTERED, #2361355
(4)	CDDDB (EU FILING)	PENDING
(5)	CDDDB (JAPAN FILING)	PENDING
(6)	CDDDB (JAPAN TRANSLATION)	PENDING
(7)	CDDDB (DESIGN)	PENDING 75/897763
(8)	CDDDB (DESIGN-EU FILING)	PENDING
(9)	CDDDB (DESIGN-JAPAN FILING)	PENDING
(10)	CDKEY	PENDING 78/004496
(11)	DRS	PENDING 75/867828
(12)	FANPULSE	PENDING 78/004503
(13)	GRACENOTE	PENDING 78/015093
(14)	GRACENOTE (JAPAN FILING)	PENDING
(15)	GRACENOTE (EU FILING)	PENDING
(16)	GRACENOTE (JAPAN TRANSLATION)	PENDING
(17)	GRACENOTE (DESIGN)	REGISTERED # 2,578,048
(18)	GRACENOTE (DESIGN-EU FILING)	PENDING
(19)	GRACENOTE (DESIGN-JAPAN FILING)	PENDING
(20)	MUSIC COMPANION	PENDING 78/015105
(21)	SAY WHAT YOU DO, DO WHAT YOU SAY	PENDING 78/004506
(22)	SILICON CD	PENDING 75/940155
(23)	THERE'S MORE TO MUSIC ONLINE	PENDING 78/004501
(24)	META CREDIT	PENDING 76/350572
(25)	META CREDIT (DESIGN)	PENDING 76/320162
(26)	GDS	PENDING 76/320221

EXHIBIT D
Mask Works

None