

09-17-2002

U.S. Department of Commerce

Patent and Trademark Office



102223294

To the Honorable Commissioner of Patents and Trademarks or copy thereof.

1. Name of conveying party(ies):

Zoom Culture Inc.

8-30-02

- Individual
- General Partnership
- Corporation-State: Delaware
- Other

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

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

Intersouth Partners V, L.P., as agent
3211 Shannon Road
Suite 610
Durham, North Carolina 27707

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership Delaware
- 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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: August 27, 2002

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

A. Trademark Application No(s):

76/207,495; 76/207,498; 76/163,388; 76/369,818; 76/247,208; 76/219,679;
76/207,497; 75/934,967; 76/214,150; 76/258,866; 76/370,015

B. Trademark Registration No(s):

Additional numbers attached? Yes No

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

W. Christopher Matton
Kilpatrick Stockton LLP
3737 Glenwood Avenue, Suite 400
Raleigh, North Carolina 27612

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41) \$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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.

W. Christopher Matton

Name of Person Signing

[Signature]
Signature

August 27, 2002

Date

09/16/2002 TDIAZ1 00000182 76207495

01 FC:481

40.00 DP

02 FC:482

250.00 DP

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Total number of pages comprising cover sheet: 5

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TRADEMARK
REEL: 002582 FRAME: 0566

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated August 27, 2002, is between Intersouth Partners V, L.P., as agent for certain investors ("Intersouth") and Zoom Culture Inc. ("Grantor").

RECITALS

A. Intersouth and other investors will make advances to Grantor as described in the Security Agreement (the "Security Agreement"), but only if Grantor grants Intersouth a security interest in its Collateral (as defined in the Security Agreement) including its Copyrights, Trademarks, and Patents.

B. Grantor has granted Intersouth a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants Intersouth a security interest in all of its right, title and interest in its Intellectual Property (as defined in the Security Agreement and including, without limitation, the Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Security Agreement. Intersouth's rights and remedies in the security interest are in addition to those in the Security Agreement and the other investment documents, and those available in law or equity. Intersouth's rights, powers and interests are cumulative with every right, power or remedy provided herein. Intersouth's exercise of its rights, powers or remedies in this Agreement, the Security Agreement or any other investment document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

INTERSOUTH:

INTERSOUTH PARTNERS V, L.P.

(Signature)

(Title)

GRANTOR:

ZOOM CULTURE INC.

Martin C. Hafferty
(Signature)

President & CEO
(Title)

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INTERSOUTH:

INTERSOUTH PARTNERS V, L.P.



(Signature)



(Title)

*Intersouth Associates V, LLC
its general partner*

GRANTOR:

ZOOM CULTURE INC.

(Signature)

(Title)

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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None

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
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None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
HIP-HOP NATION: NOTES FROM THE UNDERGROUND	76/207,495	02/08/01
PLAYGROUND EARTH	76/207,498	02/28/01
UNDISCOVERED GENIUS	76/163,388	11/10/00
Z-MAIL	76/369,818	02/12/02
Z-SCHOOL	76/247,208	04/26/01
ZC SOLUTIONS	76/219,679	03/05/01
ZC.TV ZOOM CULTURE (word mark)	76/207,497	02/08/01
ZOOM CULTURE	75/934,967	03/03/00
ZOOM CULTURE	76/214,150	02/22/01
ZOOM DIRECTOR	76/258,866	05/18/01
ZOOM TALENT	76/370,015	02/12/02
ZOOM CULTURE	001840719 - European Community	09/01/00
ZOOM CULTURE	41-2000-23744 – Korea	09/04/00