

10-09-2002



10-9-02

FOR (Rev 5-93)

102244468

CORDATION FORM COVER SHEET TRADEMARKS ONLY

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): GLOBALSTREAMS, INC.

Individual(s) citizenship: *10-9-02*

Association:

General Partnership:

Limited Partnership:

Corporation - State: 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: September 17, 2002

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

Name: COMERICA BANK-CALIFORNIA

Address: 9920 S. LACIENEGA BLVD., SUITE 1401

City: INGLEWOOD State: CA Zip: 90301

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California banking corporation

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 trademark number(s):

A. Trademark Application No.(s)

~~76/349,336~~ 76/332,683 76/220,452

~~76/220,451~~ 75/828,312 75/773,805

75/442,423 74/651,822 75/733,089

B. Trademark Registration No.(s)

2,494,854 2,198,733

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

4365 Executive Drive, Suite 1100

San Diego, California 92121-2133

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:

(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 *Erin O'Brien* October 8, 2002

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 7 12

Mail Documents to be recorded with required cover sheet information to: U.S. Patent and Trademark Office, Office of Public Records 1213 Jefferson Davis Highway, 3rd Floor Arlington, VA 22202

10/09/2002 6TON11 00000114 76349336

01 FC:481 40.00 DP

02 FC:482 250.00 DP

PAN10260964.1 1090371-951600

CONSENT, ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

This Consent, Assignment, Assumption and Amendment Agreement (this "Amendment") is entered into as of September 17, 2002, by and among COMERICA BANK-CALIFORNIA ("Bank"), GLOBALSTREAMS, INC., a California corporation ("GlobalStreams California") and GLOBALSTREAMS, INC., a Delaware corporation ("GlobalStreams Delaware" and, collectively with GlobalStreams California, "Borrower").

RECITALS

A. Bank and GlobalStreams California are parties to that certain Loan and Security Agreement dated as of January 26, 2001, as amended from time to time, including, but not limited to, by that certain Amendment and Forbearance, dated November 28, 2001, that certain Amendment to Loan and Security Agreement, dated November 30, 2001, that certain Amendment and Forbearance, dated as of February 5, 2002, that certain letter agreement between Bank and Borrower, dated March 25, 2002, that certain Amendment to Loan and Security Agreement dated June 21, 2002, that certain Warrant issued by GlobalStreams California for the benefit of Bank, dated February 5, 2002, that certain Warrant issued by GlobalStreams California for the benefit of Bank, dated January 26, 2001, that certain Warrant issued by GlobalStreams California for the benefit of Bank, dated June 21, 2002, that certain Securities Account Control Agreement among Bank, GlobalStreams California and Comerica Securities, Inc., dated June 21, 2002, that certain Securities Account Control Agreement among Bank, GlobalStreams California and Monarch Funds, dated June 21, 2002, that certain Deposit Account Control Agreement among Bank, GlobalStreams California and Commerce Bank, dated June, 2001, that certain Intellectual Property Security Agreement between GlobalStreams California and Bank, dated January 26, 2001, and any other agreement between GlobalStreams California and Bank or issued by GlobalStreams California for the benefit of Bank (collectively, the "Agreement").

B. GlobalStreams California and GlobalStreams Delaware have entered into an Agreement and Plan of Merger by and between GlobalStreams California (a California corporation) and GlobalStreams Delaware (a Delaware corporation) dated as of August 6, 2002 (the "Merger Agreement") pursuant to which GlobalStreams California merged with and into GlobalStreams Delaware, and GlobalStreams Delaware has continued as the surviving corporation (the "Merger"). Pursuant to the Agreement, Bank must consent to such Merger.

C. GlobalStreams Delaware desires to assume all obligations of GlobalStreams California under the Agreement (the "Assumption").

D. GlobalStreams Delaware and GlobalStreams California, have requested Bank's consent to such Merger, and Bank desires to grant such consent, provided GlobalStreams Delaware assumes all obligations of GlobalStreams California under the Agreement to Bank in accordance with this Amendment.

E. GlobalStreams Delaware, GlobalStreams California, and Bank desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Assumption. To the extent not already provided for in the Merger Agreement or otherwise made effective as a consequence of the Merger, GlobalStreams California hereby assigns to GlobalStreams Delaware, and GlobalStreams Delaware assumes, all obligations of GlobalStreams California, including, but not limited to, the payment of any amounts outstanding (including, but not limited to, principal, Bank's expenses, fees, attorneys' fees, and collection fees), under the Agreement. GlobalStreams Delaware confirms that, to secure such performance, GlobalStreams Delaware grants Bank a security interest in its property described on Exhibit A attached hereto (the "Collateral").

2. Amendment/Definitions. Wherever the name "GlobalStreams, Inc." or "GlobalStreams, Inc., a California corporation" appears in the Agreement or any related documents (collectively, the "Loan Documents") it

shall mean and refer to GlobalStreams Delaware. Any reference in the Loan Documents to Borrower, the undersigned or other terms that refer to GlobalStreams California shall mean and refer to GlobalStreams Delaware.

3. Consent; Waiver. Bank consents to the merger of GlobalStreams California into GlobalStreams Delaware pursuant to the Merger Agreement, provided all the terms of this Amendment are complied with. Except for any failure to repay any obligations when due under the Loan Agreement, Bank waives any Events of Default under the Loan Agreement arising out of the merger of GlobalStreams California into GlobalStreams Delaware in accordance with the terms of the Merger Agreement. The above waiver is specific as to time and content and Bank does not waive any other failure by GlobalStreams California or GlobalStreams Delaware to perform its obligations under the Loan Documents. This waiver is not a continuing waiver with respect to any failure to perform any obligation after the date of this Amendment.

4. Warrants. GlobalStreams Delaware hereby confirms that it has assumed the obligations set forth in those certain Warrants issued by GlobalStreams Delaware to Bank as described in Recital A set forth above, each as amended from time to time.

5. A new Exhibit A is hereby added to the Agreement and is incorporated therein by this reference.

6. Representations and Warranties. Borrower represents and warrants that: (i) the representations and warranties contained in the Agreement are true and correct as of the date of this Amendment and will remain so after giving effect to the Merger, (ii) that Borrower is in compliance with the intellectual property registration requirement set forth in Section 6.10 of the Agreement and that Borrower has notified Bank of such required registrations in compliance with Section 6.3(f) of the Agreement and (iii) that no Event of Default has occurred and is continuing.

7. Conditions. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

- (a) this Amendment, duly executed by Borrower;
- (b) a certificate of the Secretary of Borrower with respect to incumbency and resolutions authorizing the execution and delivery of this Amendment;
- (c) evidence that (i) the requisite number of stockholders shares and board member, of both GlobalStreams California and GlobalStreams Delaware under California and Delaware law and under the companies' respective corporate organizational documents, have approved the Merger Agreement, (ii) the Boards of Directors of both GlobalStreams California and GlobalStreams Delaware have approved the Merger Agreement and (iii) the Merger is effective and complete;
- (d) a California certificate of merger, file endorsed by the California Secretary of State;
- (e) a Delaware certificate of merger, file endorsed by the Delaware Secretary of State;
- (f) a certificate of incorporation for GlobalStreams Delaware, file endorsed by the Delaware Secretary of State;
- (g) payment of all reasonable Bank Expenses incurred through the date of this Amendment, including, but not limited to, reasonable attorneys' fees incurred in connection with this Amendment;
- (h) an Intellectual Property Security Agreement executed by GlobalStreams Delaware;
- (i) a UCC financing statement to be filed with the Delaware Secretary of State; and
- (j) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

8. Except as provided above, the Loan Documents remain unchanged and the parties hereby confirm that the Loan Documents as may be modified by this Agreement are in full force and effect. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

9. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, and the Loan Documents, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof.

10. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

11. This Amendment shall be governed by the internal laws of the State of California without regard to conflict of laws principles.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

GLOBALSTREAMS, INC.,
a California corporation

By: *[Signature]*

Title: CFO

GLOBALSTREAMS, INC.,
a Delaware corporation

By: *[Signature]*

Title: CFO

COMERICA BANK-CALIFORNIA

By: *[Signature]*

Title: *[Signature]*

DEBTOR: GLOBALSTREAMS, INC.
SECURED PARTY: COMERICA BANK-CALIFORNIA

EXHIBIT A

COLLATERAL DESCRIPTION ATTACHMENT TO
CONSENT, ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;

(b) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;

(c) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;

(d) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and

(e) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 17, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and GLOBALSTREAMS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank and GlobalStreams, Inc., a California corporation ("GlobalStreams California") are parties to that certain Loan and Security Agreement dated as of January 26, 2001, as amended from time to time, including, but not limited to, by that certain Amendment and Forbearance, dated November 28, 2001, that certain Amendment to Loan and Security Agreement, dated November 30, 2001, that certain Amendment and Forbearance, dated as of February 5, 2002, that certain letter agreement between Bank and Borrower, dated March 25, 2002, that certain Amendment to Loan and Security Agreement dated June 21, 2002, that certain Warrant issued by GlobalStreams California for the benefit of Bank, dated February 5, 2002, that certain Warrant issued by GlobalStreams California for the benefit of Bank, dated January 26, 2001, that certain Warrant issued by GlobalStreams California for the benefit of Bank, dated June 21, 2002, that certain Securities Account Control Agreement among Bank, GlobalStreams California and Comerica Securities, Inc., dated June 21, 2002, that certain Securities Account Control Agreement among Bank, GlobalStreams California and Monarch Funds, dated June 21, 2002, that certain Deposit Account Control Agreement among Bank, GlobalStreams California and Commerce Bank, dated June, 2001, that certain Intellectual Property Security Agreement between GlobalStreams California and Bank, dated January 26, 2001, and any other agreement between GlobalStreams California and Bank or document issued by GlobalStreams California for the benefit of Bank (collectively, the "Agreement").

B. GlobalStreams California and Grantor have entered into an Agreement and Plan of Merger by and between GlobalStreams California (a California corporation) and Grantor dated as of August 6, 2002 (the "Merger Agreement") pursuant to which GlobalStreams California has merged with and into Grantor, and Grantor has continued as the surviving corporation (the "Merger"). Pursuant to the Agreement, Bank must consent to such Merger.

C. Grantor desires to assume all obligations of GlobalStreams California under the Agreement (the "Assumption").

D. Grantor and GlobalStreams California, have requested Bank's consent to such Merger, and Bank desires to grant such consent, provided GlobalStreams Delaware assumes all obligations of GlobalStreams California under the Agreement to Bank in accordance with the Amendment.

E. Bank is willing to enter into the Amendment, 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.

F. Pursuant to the terms of the Assumption, 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 Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Exhibits 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 Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the 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 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 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused 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:

25 Brentwood Blvd.
Clayton, MO 63105

Attn: David T. Hosler, CFO

GLOBALSTREAMS, INC.

By: 

Title: CFO

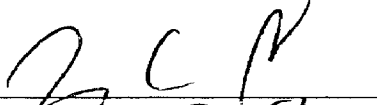
BANK:

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401
Inglewood, CA 90301

Attn: Manager

COMERICA BANK-CALIFORNIA

By: 

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Electric image animation system machine code.	TX3-896-809	
Electric image animation system machine code.	TX3-870-962	
Electric image animation system machine code.	TX3-870-961	
Electric image animation system machine code; manual.	TX3-734-933	
Electric image animation system; user manual.	TX3-734-932	
Gizmo 98	TX4-860-887	
Snappy.	TX4-860-886	

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Low bandwidth television	6,380,950	04/30/02
Icon image for a computer display screen	D450,325	11/13/01
System and method for securing a card within a computer chassis	6,357,603	03/19/01
Front Panel for A Modular Computer Hardware Component	D394,252	05/12/98
Front Panel for A Modular Computer Hardware Component	D394,253	05/12/98
Front Panel for A Modular Computer Hardware Component	D394,430	05/19/98
Portable Control Panel for A Video/Graphics Workstation	D398,003	09/08/98
Icon Image for a portion of a computer display screen (as amended)	D418,121	12/28/99
Icon for a portion of a computer display screen (as amended)	D418,827	01/11/00
Real-Time Video Processing System; motherboard	5,872,565	02/16/99
Current-Based Contention Detection and Handling System	5,941,997	08/24/99
System and Method for Controlling Communications Between Subsystems (as amended)	5,978,876	11/02/99
System and Method for Identifying and Configuring Modules Within a Digital Electronic Device	6,049,870	04/11/00
Low Bandwidth Television	09/233,687	01/19/99
System and Method for High Definition Video Rescaling	09/406,159	09/27/99
Resizing Multi-Dimensionally Rendered Graphical Images	09/135,754	08/18/98
Client-Side Digital Television Authoring Systems	PCT/US9918292	08/11/99
Video Image Compression/Decompression Apparatus and Method	09/374,326	08/13/99
Real-Time Generation of Animating Video Graphics Based on Analysis of a Digital Data Stream	09/628,999	07/31/00
System and Method for Securing a Card Within a Computer Chassis	09/538,927	03/30/00
Color Space Conversion System and Method	09/373,680	08/13/99

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TRADEMARK
REEL: 002595 FRAME: 0348

Method and System for Optimizing Utilization of Cached Pixel Data During Texture Mapping	09/636,391	08/09/00
Intelligent 3Dimensional computer graphics systems and methods	09/713,816	01/14/00
Link Search tablet deferred browsing system	60/201,964	05/05/00
Electroluminescent and photoluminescent blue/green screen technology	Provisional	4/00
Globally-Defined Style Guides	Provisional	11/00
Automatic Selection of Video Transitions	Provisional	11/00
Recursive Path De-Referencing Applied to Hierarchical Data Structure	Provisional	11/00
Using a Client as a Sub-Net Server	Provisional	11/00
Using a Dedicated Sub-Net	Provisional	11/00

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
On Q (and design)	76/349,336	12/18/01
OnQ	76/332,683	11/01/01
Globalstreams (and designs)	76/220,452	03/07/01
Globalstreams	76/220,451	03/07/01
PlayTV	75/828,312	10/20/99
Globecaster	75/773,805	08/11/99
Globalstreams	2,494,854	10/02/01
Gizmos 98	75/442,423	03/02/98
Trinity	2,198,733	10/20/98
Snappy	74/651,822	08/27/95
Globalstreams.com	75/733089	06/21/99

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