

11-18-2002

FORM PTO-1594

F

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

Patent and Trademark Office

OMB No. 0651-0027 (exp. 05/31/2002)



102283389

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

1. Name of conveying party(ies):

IMOVE, INC

- Individual(s)
- General Partnership
- Corporation-State- OREGON
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 10/02/02

11-12-02

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
- Other

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)

75/786,919

75/787,135

75/789,034

76/229,768

B. Trademark No.(s)

2,152,935

2,196,504

2,222,285

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: 7

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

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

11/15/2002 LWELLER 00000236 75786919

01 FC:8521

40.00 OP

02 FC:8522

150.00 OP

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.

Traig Walton

Name of Person Signing

*Traig Walton*

Signature

10-28-02

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK  
REEL: 2618 FRAME: 0657

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and iMove, 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 the Effective Date (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.

Address of Grantor:

26 NW 2nd, Suite 204  
Portland, OR 97209

Attn: \_\_\_\_\_

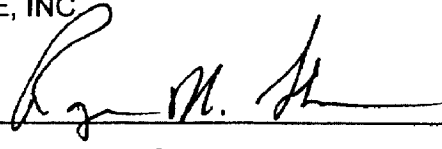
Address of Bank:

11000 SW Stratus, Ste. 170  
Beaverton, OR 97008-7113

Attn: \_\_\_\_\_

GRANTOR:

IMOVE, INC

By: 

Title: CEO

BANK:

SILICON VALLEY BANK

By: 

Title: SVP

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

**EXHIBIT B**

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<b>Issued</b>		
<b>Title</b>	<b>Registration Information</b>	
Method and Apparatus for Simulating Movement in Multidimensional Space with Polygonal Projections	Reg. 11/95 Issued 11/97 #5,694,531	
Method and Apparatus for Simulating Movement in Multidimensional Space with Polygonal Projections from Subhemispherical Imagery	Reg. 12/97 Issued 2/00 #6,031,540	
Forming a Full Panorama from Multiple Fisheye Images	Reg. 12/13/99 Issued 11/01 #6,320,584	
A System for Digitally Capturing and Recording Panoramic Movies	Reg. 5/13/99 Issued 11/01 #6,323,858 PCT 5/12/00 #US99/15989	
Panoramic Movies which Simulate Movement through Multidimensional Space	Prov. 5/13/98 Reg. 5/12/99 Issued 1/8/02 #6,337,683 PCT 5/12/99	
<b>Awaiting Prosecution</b>		
Interactive Image Seamer for Panoramic Images	Prov. 7/6/99 Reg. 6/23/00 09/602,290	
Camera System Which Records Camera Identification in Image File	Prov. 7/17/00 Reg. 7/13/01 09/904,390	
Streaming Panoramic Video	Prov. 6/9/00 Reg. 6/9/01 09/877,166	
System and Method for Camera Calibration	Reg. 10/26/00 09/697,605 PCT 10/25/01	
Multiple Camera Video System Which Displays Selected Images	Prov. 5/18/00 Reg. 5/18/01 09/861,434 PCT 5/18/01	

	#US01/16289
Camera System With High Resolution Image Within a Wide Angle View	Prov. 10/19/01 Reg. 11/16/01 09/994,081
Intelligent Buffering and Reporting in a Multiple Camera Data Streaming System	Prov. 12/7/00 Reg. 12/7/01 10/013,187
<b>Under Development</b>	
Panoramic Movies which Simulate Movement through Multidimensional Space	Reg. 10/22/01 10/003,399
Forming a Full Panorama from Multiple Fisheye Images	Reg. 10/2/01 09/970,418
A System for Digitally Capturing and Recording Panoramic Movies	Reg. 10/4/01 09/971,950
Generalized processing of multilens camera images	Prov. 11/27/01

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

<b>Mark</b>	<b>Ser/Reg No</b>	<b>Date Filed</b>
SMOOTH MOVE® (0018)	75/100947 2,152,935	5/7/96
REAL WORLD NAVIGATION (0066)	75/234149 2,196,504	1/31/97
INFINITE PICTURES (0095)	75,300702 2,222,285	5/30/97
IMOVE (0270)	75/786919	8/27/99
IMOVE and Design (0275)	75/787135	8/27/99
LOOK ANYWHERE. GO ANYWHERE (0280)	75/789034	8/31/99
IMOVE (0493)	76/229768	3/22/01

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

**NONE**