

12-27-2002

FORM PTO-1594
(Rev 5-93)

12-27-02



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of

102323102

original documents or copy thereof.

1. Name of conveying party(ies):

SWAN SYSTEMS, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

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

3. Nature of Conveyance:

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

Execution Date: December 13, 2002

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

Name: COMERICA BANK-CALIFORNIA
Address: 9920 S. LA CIENEGA 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 [x] No

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

A. Trademark Application No.(s)

75/881,937

76/076,904

76/076,907

B. Trademark Registration No.(s)

Additional numbers attached? [] Yes [X] 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: 3

7. Total fee (37 CFR 3.41) \$90.00

[X] 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

Name of Person Signing

Signature

December 26, 2002

Date

Total number of pages comprising cover sheet: [7]

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

12/27/2002 LMUELLER 00000129 75881937

01 FC:8521
02 FC:8522

40.00 DP
50.00 DP

RECORDED
DEC 27 11 52 AM '02

PA\10275259.1
1090371-975400

TRADEMARK
REEL: 002639 FRAME: 0327

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 13, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and SWAN SYSTEMS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to FASTCHANNEL NETWORK, INC. ("Borrower") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement 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 Borrower, 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 that certain Unconditional Guaranty executed by Grantor in favor of Bank as of the date hereof (the "Grantor Obligations").

B. Pursuant to the terms of that certain Third Party Security Agreement (the "Third Party Security Agreement") between Bank and Grantor dated as of even date herewith, 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 the Grantor Obligations 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 the Grantor Obligations and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Schedules 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 Third Party Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Third Party Security 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 Third Party Security 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 Third Party Security 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

SWAN SYSTEMS, INC.

Address of Grantor:

250 First Avenue, Suite 201
Needham, MA 02494
Attn: Chief Financial Officer

Attn: Chief Executive Officer

By: _____

Title: _____

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

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

Attn: Manager

By: _____

Title: _____

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GRANTOR:

SWAN SYSTEMS, INC.

Address of Grantor:

250 First Avenue, Suite 201
Needham, MA 02494
Attn: Chief Financial Officer

By: _____

Title: _____

Attn: Chief Executive Officer

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

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

By: JP. Michael

Title: Senior Vice President + Manager

Attn: Manager

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

Gray Cary\PA\10269986.2
1090371-975400

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Hyphen	75/881,937	12/28/99
Swan	76/076,904	06/22/00
Swan	76/076,907	06/22/00

Gray Cary\PA\10269986.2
1090371-975400