

01-23-2003



102345190

ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, the attached original documents or copy thereof.

1. Name of conveying party(ies):
DIVXNETWORKS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-DE
 Other

2. Name and address of receiving party(ies):
Name: **Silicon Valley Bank**
Internal Address: HA155
Street Address: 3003 Tasman Drive

1.77.03

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

City: Santa Clara State: CA ZIP: 95054

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name

Other: **Correction** - We received document #102239068 stating that the execution date must be indicated. Please use the date below as the execution date.

Execution Date: 9/9/2002

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)
76/356,387 76/188,094
76/222,277 76/188,093
76/188,716
76/188,715
76/188,096
76/188,095

B. Trademark No.(s)
2,584,879

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: **9**

7. Total fee (37 CFR 3.41): \$0 (fee already paid)
 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.

Bryan Brittingham
Name of Person Signing

Signature

OFFICE OF PATENT RECORDS
203 JAN 22 PM 1:47
FINANCE SECTION

1/15/03
Date

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

10-02-2002
 102239068

Form PTO-1594
 (Rev. 03/01)
 OME No. 0651-0027 (exp. 5/31/2002)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
 U.S. 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):
 DIVXNETWORKS, INC.

9.30.02

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

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

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK
 Internal Address: MAIL SORT 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
 (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: _____

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

A. Trademark Application No.(s) 76/356,387
76/222,277 2,584,879 76/188,716

B. Trademark Registration No.(s) 76/188,715
76/188,096 76/188,095 76/188,094

Additional number(s) attached Yes No 76/188,093

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

Name: SILICON VALLEY BANK
 Internal Address: MAIL SORT HA155

Street Address: 3003 TASMAN DRIVE
 City: SANTA CLARA State: CA Zip: 95054

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

OFFICE OF PUBLIC RECORDS
 2007 SEP 30 AM 8:22
 FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

10/01/2002 DBYRNE 00000215 76356387

JOSEPHINE M. CARNE
 Name of Person Signing

Josephine M. Carne
 Signature

September 17, 2002
 Date

Total number of pages including cover sheet, attachments, and document: 7

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

01 FC:481
 02 FC:482

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 DivXNetworks, 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.

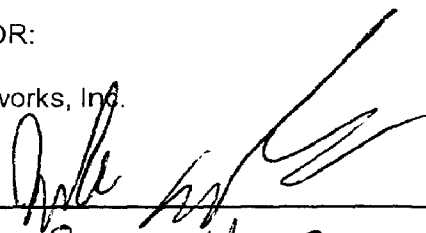
Address of Grantor:

10350 Science Center Drive
Building 14, Suite 140
San Diego, CA 92121

Attn: _____

GRANTOR:

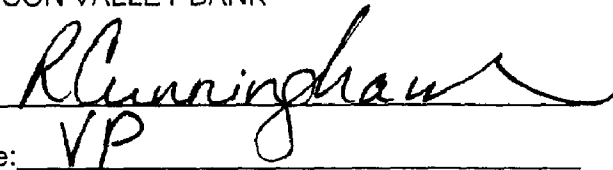
DivXNetworks, Inc.

By: 

Title: Controller

BANK:

SILICON VALLEY BANK

By: 

Title: VP

Address of Bank:

9645 Scranton Road
Suite 110
San Diego, CA 92121

Attn: _____

Dated: Sep. 9th, 2002

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application/ Serial Number</u>	<u>Registration/ Application/ Serial Date</u>
DIVX AND DESIGN	76/356,387	1/7/2002
DR. DIVX	76/222,277	3/9/2001
OPENDIVX	2,584,879	1/25/2002
PROJECT MAYO CONFIDENTIAL	76/188,716	12/28/2000
DIVXNETWORKS	76/188,715	12/28/2000
DIVX	76/188,096	12/28/2000
CARPE VISUM	76/188,095	12/28/2000
PROJECT MAYO	76/188,094	12/28/2000
NEVER UNDERESTIMATE THE POWER OF VISION	76/188,093	12/28/2000

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date