

02-27-2003

FORM PTO-1594

RECORDATION TRADE



U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

Patent and Trademark Office

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

2-24-03

102375411

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

1. Name of conveying party(ies):  
**Will Vinton Studios, Inc.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State- Oregon  
 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: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara                      State: CA                      ZIP: 95054

3. Nature of conveyance:

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

Execution Date: 10/04/02

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)	B. Trademark No.(s)
78-152,950	2,078,202 ; 1,780,261
78-152,948	2,039,034 ; 1,824,170
78-152,946	2,037,269 ; 1,160,358
78-152,944	2,039,032
75-491,826	2,557,507
	1,895,196

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: **14**

7. Total fee (37 CFR 3.41): **\$365.00**  
 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

02/26/2003 ECOOPER 00000162 78152950

01 FC:1521 40.00 OP  
02 FC:1522 325.00 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.

Maribel Arteaga  
Name of Person Signing

Maribel Arteaga  
Signature

2/13/03  
Date

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

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

TRADEMARK  
REEL: 002678 FRAME: 0864

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 4, 2002 by and between SILICON VALLEY BANK ("Bank") and WILL VINTON STUDIOS, INC. ("Grantor").

## RECITALS

A. Bank has made certain advances of money and extended certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan and Security Agreement by and between Bank and Grantor dated August 30, 2001 and a Loan and Security Agreement dated November 26, 2001 (as these may be amended, modified or supplemented from time to time, collectively the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to continue to make the Loans available to Grantor and waive certain financial covenant defaults in existence on the date of this Agreement, 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.

GRANTOR:

Address of Grantor:

WILL VINTON STUDIOS, INC.

1400 NW 22<sup>ND</sup> Avenue  
Portland, OR 97210

By: 

Title: CEO

Attn: Jeffrey Farnath

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054-1191

By: 

Title: Senior Vice President

Attn: Bruce Helberg

**EXHIBIT A  
(SVB)**

**COPYRIGHTS**

<b>TITLE</b>	<b>REGISTRATION NUMBER</b>	<b>OWNER</b>
K O M O, "claymation."	PA312012	Fisher Broadcasting, Inc.; Vinton, (Will) Productions, Inc.
The California Raisin show: no. 9024-001, The Apple, raisin- style.	PA438165	Vinton, (Will) Productions, Inc
The California Raisin show: no. 9024-002, No business like shoe business.	PA438166	Vinton, (Will) Productions, Inc
The California Raisin show: no. 9024-003, School is cool.	PA438167	Vinton, (Will) Productions, Inc
The California Raisin show: no. 9024-004, A Royal mess.	PA438168	Vinton, (Will) Productions, Inc
The California Raisin show: no. 9024-005, Lights, camera, disaster.	PA438169	Vinton, (Will) Productions, Inc
The California Raisin show: no. 9024-006, The Good, the bad & the broccoli	PA438170	Vinton, (Will) Productions, Inc
The California raisin show, no. 9024-007, Abracadabra beehop.	PA438171	Vinton, (Will) Productions, Inc
Claymation Christmas celebration.	PA447349	Vinton, (Will) Productions, Inc
The California raisin show: no. 9024-008, The Grape outdoors.	PA453336	Vinton, (Will) Productions, Inc
The California raisin show: [no.] 009, Rocket 'n' rollin' raisins.	PA453337	Vinton, (Will) Productions, Inc
The California raisin show: [no.] 010, Hold that jungle.	PA453338	Vinton, (Will) Productions, Inc
The California raisin show: [no.] 011, Olivera Street.	PA453339	Vinton, (Will) Productions, Inc
The California raison show: no. 9024-013, You can't grow home again.	PA453340	Vinton, (Will) Productions, Inc
Meet the raisins! : the story of the California raisins.	PA457595	Vinton, (Will) Productions, Inc
The California raisin show: no. 012, Picture perfect Shirelle.	PA462706	Vinton, (Will) Productions, Inc
Will Vinton's Claymation comedy of horrors / director, Barry Bruce	PA528812	Vinton, (Will) Productions, Inc
Raisins sold out.	PA536193	Vinton, (Will) Productions, Inc
A Claymation Easter / director,	PA582952	Vinton, (Will) Productions, Inc

TITLE	REGISTRATION NUMBER	OWNER
Mark Gustafson		(employer for hire)
Mr. Resistor / produced by Will Vinton Studios; writer/director Mark Gustafson.	PA686147	Vinton, (Will) Studios, Inc (employer for hire)
A Claymation halloween special / written by Barry Bruce, Mark Gustafson, Ryan Holznagel.	PAu1327947	Vinton, (Will) Productions, Inc
A Claymation Easter special / written by Mark Gustafson and Ryan Holznagel.	PAu1327948	Vinton, (Will) Productions, Inc
Klay: TV pilot.	PAu2261611	Vinton, (Will) Studios, Inc
Meet the Raisins!	VA343505	Vinton, (Will) Productions, Inc.
Claymation Christmas celebration: the soulful soundtrack album from the Emmy award winning TV special	VA343506	Vinton, (Will) Productions, Inc.
Spike	VA536226	Vinton, (Will) Productions, Inc
Lick broccoli.	VA536244	Vinton, (Will) Productions, Inc
Mark Twain.	VA539174	Vinton, (Will) Productions, Inc
Tyrannosaurus rex / by Christine Economos; ill. provided by Will Vinton Studios; figure sculpted by Pamela Popeson.	VA844951	On ill, Workman Publishing Company, Inc. & Vinton, (Will) Studios, Inc.
Holiday line 1992.	VAu239869	Vinton, (Will) Productions, Inc
Spring line 1993.	VAu241159	Vinton, (Will) Productions, Inc
Fall line 1993.	VAu264326	Vinton, (Will) Productions, Inc., d.b.a. Vinton, (Will) Studios
Bride of Resistor		Vinton, (Will) Productions, Inc
Corn and Potato		Vinton, (Will) Productions, Inc
Globeheads/Wasteheads		Vinton, (Will) Productions, Inc
Zerex and Mylar		Vinton, (Will) Productions, Inc
Years Later		Vinton, (Will) Productions, Inc

**Exhibit B**

**PATENTS**

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

**EXHIBIT C  
(SVB)**

**TRADEMARKS**

<b>MARK</b>	<b>SERIAL NO</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
VINTON STUDIOS	78-152,950	Pending	N/A
VINTON STUDIOS	78-152,948	Pending	N/A
V Stylized Letters	78-152,946	Pending	N/A
V Stylized Letters	78-152,944	Pending	N/A
FOAMATION	75-491,826	Status unclear	N/A
CELLULOID	75-085,877	2,078,202	July 8, 1997
CELLULOID [and Design]	75-085,785	2,039,034	February 18, 1997
[DESIGN ONLY]	75-085,776	2,037,269	February 11, 1997
CELLULOID [and Design]	75-085,597	2,039,032	February 18, 1997
WILL VINTON'S PLAYMATION	74-535,112	2,557,507	April 9, 2002
CLAYMATION	74-522,367	1,895,196	May 23, 1995
CLAYMATION	74-327,332	1,780,261	July 6, 1993
CLAYMATION	74-327,331	1,824,170	March 1, 1994
CLAYMATION ORIGINAL	74-327,329	1,790,430	August 31, 1993 Cancelled December 15, 2000
WILL VINTON WEAR	74,327,328	1,796,437	October 5, 1993 Cancelled December 15, 2000
CLAYMATION	73-218,588	1,160,358	July 7, 1981