

04-02-2003



102406862

3-31-03

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

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

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

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

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

Execution Date: **09/26/2002**

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

A. Trademark Application No.(s)
76,054,715
75,896,219

B. Trademark No.(s)
2,574,322

FINANCE SECTION
SEP 21 11 10 40
RECORDS

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: **3**

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

04/01/2003 LHWELLER 00000152 76054715

01 FC:0521 40.00 OP
02 FC:0522 50.00 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.

MA RIBEL ARTEAGA

03/24/2003

Name of Person Signing

Signature

Date

Mariabel Arteaga

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 26, 2002 by and between SILICON VALLEY BANK ("Bank") and PORTALPLAYERS, 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 September 26, 2002 and that certain Export-Import Bank Loan and Security Agreement by and between the Bank and Grantor dated September 26, 2002 (as the same 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 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.

GRANTOR:

Address of Grantor:

PORTALPLAYER, INC.

3255-1 Scott Boulevard
Santa Clara, California 95054
Attn: ~~Dennis Mahoney~~, CFO

By: 

Title: President & CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: Kevin Conway

By: 

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description	Number	Date Filed	Status
KEY EXCHANGE CONTENT COMMUNICATION SYSTEM AND METHOD	09/510,707	22 Feb 2000	Pending
COMPUTER NETWORK AUDIO SYSTEM AND METHOD	09/510,592	22 Feb 2000	Pending
CROSS BAR MULTIPATH RESOURCE CONTROLLER SYSTEM AND METHOD	09/847,991	2 May 2001	Pending
SYSTEM AND METHOD FOR DYNAMICALLY CONTROLLING A COMPUTER SUB-SYSTEM USING A PORTABLE CONTENT DEVICE	09/699,240	27 Oct 2000	Pending
SYSTEM AND METHOD FOR VIRUS PROTECTION	09/699,292	27 Oct 2000	Pending
RESAMPLING SYSTEM AND METHOD	09/847,920	2 May 2001	Pending
VECTOR FLOATING POINT UNIT	10/131,359	24 Apr 2002	Pending
METHOD FOR IMPLEMENTING SOFT-DMA (SOFTWARE BASED DIRECT MEMORY ACCESS ENGINE) FOR MULTIPLE PROCESSOR SYSTEMS	09/847,981	2 May 2001	Pending
MULTIPROCESSOR INTERRUPT HANDLING SYSTEM AND METHOD	09/849,885	2 May 2001	Pending
POWER MANAGEMENT SYSTEM AND METHOD	09/847,975	2 May 2001	Pending
RANDOM NUMBER GENERATION METHOD AND SYSTEMS	09/847,982	2 May 2001	Pending
GENERAL PURPOSE INPUT/OUTPUT CONTROLLER	09/847,963	2 May 2001	Pending
MULTIPROCESSOR COMMUNICATION SYSTEM	09/847,976	2 May 2001	Pending

Description	Number	Date Filed	Status
DIGITAL ENTROPING SYSTEM AND METHOD	10/000,700	31 Oct 2001	Pending
EFFICIENT IMPLEMENTATION OF AUDIO SPECIAL EFFECT	10/116,659	2 Apr 2002	Pending
Equalizer Effects on CD	10/119,568	9 Apr 2002	Pending

EXHIBIT C

Trademarks

Description	Serial Number	Date Filed	Status
Superintegration word mark	76/054,715	05/22/00	Pending
"Music Face" design mark	2,574,322	05/28/02 (date registered)	Registered
Portalplayer word mark	75/896,219	01/13/00	Pending

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date