

TR



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4.7.03

To the Honorable Commissioner of Patents and Trademarks 102432948

attached original documents or copy thereof.

1. Name of conveying party(ies):
 ReplayTv, Inc.
 1945 Charleston Road
 Mountain View, CA 94043

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

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

2. Name and address of receiving party(ies):
 Name: Imperial Bank
 Internal Address: _____
 Street Address: 226 Airport Parkway
 City: San Jose State: CA ZIP: 95110

Individual(s) citizenship _____
 Association _____
 Limited Partnership _____
 Other: Bank

OFFICE OF PUBLIC RECORDS
703 APR -7 AM 9:53
FINANCE SECTION

3. Nature of conveyance: (CORRECTIVE)
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 30, 2000

Other Correction of nature of conveyance

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

4. Application number(s) or registration number(s):
 A. Trademark Application No.
76/024,012

B. Trademark No.
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Lori M. Stockton
 Internal Address: BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN
 Street Address: 12400 Wilshire Boulevard, 7th Floor
 City: Los Angeles State: CA ZIP: 90025

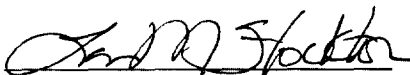
6. Total number of applications involved: 1

7. Total fee (37 CFR 3.41)\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2666
 (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.

Lori M. Stockton  March 13, 2003
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet being deposited with
 I hereby certify that this correspondence is being deposited with
 the United States Postal Service as first class mail in an envelope
 addressed to: Assistant Commissioner for Trademarks, 2900
 Crystal Drive, Arlington, Virginia, 22202-3513 on 4/3/03
Candace Baker 4/3/03
 Candace Baker Date

04/25/2003 6TOM11 00000162 76024012
 01 FC:85:1 40.00 OP

**AMENDMENT NO. 1 TO
COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND
SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 TO COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND SECURITY AGREEMENT, dated as of September 30, 2000 (this "*Amendment*"), is entered into by and between REPLAYTV, INC., a Delaware corporation, successor-by-merger to ReplayTV, Inc., a California corporation, f/k/a Replay Networks, Inc. ("*Borrower*") and IMPERIAL BANK ("*Bank*").

RECITALS

A. Borrower and Bank entered into a Loan Agreement dated as of June 10, 1999 (as amended, the "*1999 Loan Agreement*"), pursuant to which the Bank agreed, among other things, to make certain credit accommodations to Borrower. In connection with the 1999 Loan Agreement, Borrower executed in favor of Bank a General Security Agreement dated as of June 10, 1999 (together with the 1999 Loan Agreement, the "*Original Loan Agreement*"), and a Collateral Assignment, Patent Mortgage and Security Agreement dated as of June 10, 1999 (the "*IP Security Agreement*"). The Original Loan Agreement is being amended and restated concurrently herewith, pursuant to the terms and conditions of an Amended and Restated Loan and Security Agreement of even date herewith (the "*Loan Agreement*"). In connection therewith, Borrower and Bank desire to amend the IP Security Agreement in the manner and subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recital and the mutual covenants hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Borrower and Bank hereby agree as follows:

1. **Definitions.** Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Loan Agreement.

2. **Amendments to IP Security Agreement.** The IP Security Agreement is hereby amended as follows:

2.1 **Definitions.** The definition of "*Loan Agreement*" in the IP Security Agreement is hereby deleted in its entirety and replaced with the definition of "*Loan Agreement*" set forth in **Recital A** of this Amendment.

2.2 **Exhibit B.** Exhibit B attached to the IP Security Agreement is hereby deleted in its entirety and the Exhibit B attached hereto is substituted therefor.

2.3 **Exhibit C.** Exhibit C attached to the IP Security Agreement is hereby deleted in its entirety and the Exhibit C attached hereto is substituted therefor.

3. Reference to and Effect on the IP Security Agreement and other Loan Documents. Upon the effectiveness of this Amendment, on or after the date hereof, each reference in the IP Security Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the IP Security Agreement as amended by this Amendment, and each reference in any other document in which the IP Security Agreement is referenced shall also mean and be a reference to the IP Security Agreement, as amended by this Amendment.

4. Limited Amendment. Each of the amendments set forth in this Amendment shall be limited precisely as written and shall not be deemed to be an amendment of any other term or condition of the IP Security Agreement, to prejudice any right or remedy which any party may now have or may have in the future under or in connection with the Amendment, or to be a consent to any future amendment.

5. Expenses. The Borrower agrees to pay, upon demand, to the Bank, the amount of any and all reasonable out-of-pocket expenses, including the reasonable fees and expenses of its counsel, which the Bank may incur in connection with the preparation, documentation, and negotiation of this Amendment.

6. Full Force and Effect. Except to the extent expressly provided in this Amendment, the terms and conditions of the IP Security Agreement shall remain in full force and effect.

7. Counterparts; Effectiveness. This Amendment may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument. Each such agreement shall become effective upon the execution of a counterpart hereof or thereof by each of the parties hereto.

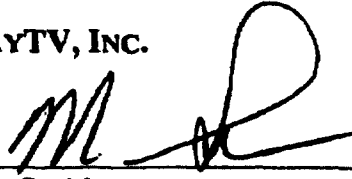
8. Governing Law and Waiver of Jury Trial. Section 17 of the IP Security Agreement is hereby incorporated herein by this reference and shall apply to this Amendment.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BORROWER

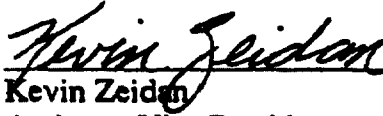
REPLAYTV, INC.



Marcus Smith
Vice President, Finance

BANK

IMPERIAL BANK



Kevin Zeidan
Assistant Vice President

U.S. PATENTS AND PATENT APPLICATIONS

PATENT NO.	SERIAL NO.	TITLE	ISSUE DATE	FILING DATE
5,600,839		System and Method for Controlling Assertion of a Peripheral Bus Clock Signal Through a Slave Device	02/04/97	
5,841,940		Single Deck Dual Tape Path VCR System		

Exhibit B

567198 v2/SF
c5n\$021.DOC

U.S. PATENTS AND PATENT APPLICATIONS

PATENT NO.	SERIAL NO.	TITLE	ISSUE DATE	FILING DATE
5,600,839		System and Method for Controlling Assertion of a Peripheral Bus Clock Signal Through a Slave Device	02/04/97	
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Exhibit B-1

EXHIBIT C

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTRATION No.	SERIAL NO.	MARK	REGISTRATION DATE	FILING DATE
	75/531929	REPLAYTV		08/6/98
2338455		QUICKSKIP	4/14/00	
	75/701,971	REPLAY (AND DESIGN)		05/10/99
	76/049260	PERSONAL CHANNEL		5/16/00
	76/026570	POWER TO THE POTATO		4/14/00
	76/024258	TV ON YOUR TERMS		04/12/00
	76/024012	RETRO SAVE		04/12/00
	76/024011	NEVER MISS YOUR FAVORITE SHOWS		04/12/00
	76/023938	IT'S YOUR TV, WATCH WHAT YOU WANT		04/12/00
	75/933267	GIVE YOUR TV A BRAIN		03/02/00
	75/932932	TV NOW HAS A BRAIN		03/02/00
	75/802148	ZONE		09/17/99
	75/802147	PRIMETIME. ANYTIME.		09/17/99
	75/554482	PRIMETIME ANYTIME		
	75/802132	IT'S TELEVISION MADE PERSONAL		09/17/99
	75/80231	REPLAY ZONE		09/17/99
	75/801612	WATCH WHAT YOU WANT WHEN YOU WANT		09/17/99
	N/A	INSTANT REPLAY		
	N/A	SHOW GRABBER		
	75/905767	SOME TELEVISIONS HAVE ALL THE FUN		1/28/00
	75/933285	REPLAYTV AND LOGO		3/2/00
	N/A	MYREPLAYTV		

Exhibit C

EXHIBIT C-1

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTRATION No.	SERIAL NO.	MARK	REGISTRATION DATE	FILING DATE
	76/162,362	THERE IS ALWAYS SOMETHING GOOD ON		11/10/00
	76/049,260	PERSONAL CHANNEL		5/16/00
	76/026,570	POWER TO THE POTATO		4/14/00
	76/024,258	TV ON YOUR TERMS		04/12/00
	76/024,012	RETROSAVE		04/12/00
	76/024,011	NEVER MISS YOUR FAVORITE SHOWS		04/12/00
	76/023,938	IT'S YOUR TV, WATCH WHAT YOU WANT		04/12/00
	75/933,267	GIVE YOUR TV A BRAIN		03/02/00
	75/932,932	TV NOW HAS A BRAIN		03/02/00
	75/802,148	ZONE		09/17/99
	75/802,147	PRIMETIME. ANYTIME.		09/17/99
	75/802,132	IT'S TELEVISION MADE PERSONAL		09/17/99
	75/802,131	REPLAY ZONE		09/17/99
	75/801,612	WATCH WHAT YOU WANT WHEN YOU WANT		09/17/99
	75/905,767	SOME TELEVISIONS HAVE ALL THE FUN		1/28/00
	75/933,285	R REPLAYTV		3/2/00

Exhibit C-1

S67198 v3/SF
c5n\$031.DOC
020901

RECORDED: 02/09/2001

TRADEMARK
REEL: 002719 FRAME: 0362

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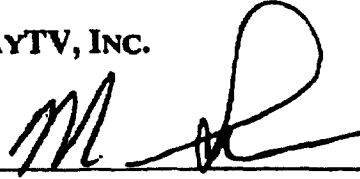
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Marcus Smith
Vice President, Finance

BANK

IMPERIAL BANK



Kevin Zeidan
Assistant Vice President

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REEL: 002719 FRAME: 0366

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567198 v3/SF
c5n\$031.DOC
020903

RECORDED: 02/09/2001

RECORDED: 04/07/2003

TRADEMARK
REEL: 002719 FRAME: 0369