

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Portalplayer, Inc.		11/10/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054-1191
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	76054715	SUPERINTEGRATION
Registration Number:	2574322	
Serial Number:	75896219	PORTALPLAYER

CORRESPONDENCE DATA	
Fax Number:	(404)962-6771
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4048853539
Email:	trademarks@troutmansanders.com
Correspondent Name:	Segeda T. Ranjeet, Esq.
Address Line 1:	600 Peachtree Street, N.E., Suite 5200
Address Line 4:	Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.264/PORTALPLAYER
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NAME OF SUBMITTER:	Segeda T. Ranjeet, Esq.
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Total Attachments: 3
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OP \$90.00 76054715

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of November 12, 2003 by and between SILICON VALLEY BANK ("Bank") and PORTALPLAYER, 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.

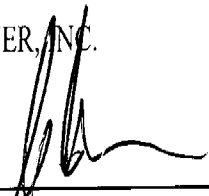
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3255-1 Scott Boulevard
Santa Clara, California 95054
Attn: Gary Johnson, CEO

PORTALPLAYER, INC.

By:  OL

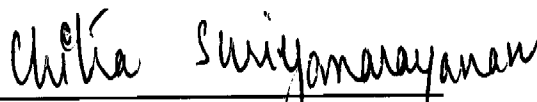
Title: CEO & President

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, California 95054-1191
Attn: Al Kenrick

SILICON VALLEY BANK

By: 

Title: Vice President

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