

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
Napster LLC		03/25/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95050
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	76137086	
Serial Number:	78039025	
Serial Number:	76540146	
Serial Number:	78014821	NAPSTER
Serial Number:	78039019	NAPSTER
Serial Number:	76540142	NAPSTER
Serial Number:	78011867	NAPSTER
Serial Number:	76137325	NAPSTER
Serial Number:	75981245	NAPSTER

OP \$240.00 76137086

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:

220763.000371

NAME OF SUBMITTER:

Segeda T. Ranjeet, Esq.

Total Attachments: 7

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2 **INTELLECTUAL PROPERTY SECURITY AGREEMENT**
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5 THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of
6 March 25, 2004 by and between SILICON VALLEY BANK ("Bank") and NAPSTER LLC
7 ("Grantor").
8
9

10 **RECITALS**
11

12 A. Bank has agreed to make certain advances of money and to extend certain
13 financial accommodations (the "Loans") to Roxio, Inc. (the "Borrower") in the amounts and
14 manner set forth in that certain Loan and Security Agreement by and between Bank and
15 Borrower of even date herewith (as the same may be amended, modified or supplemented from
16 time to time, the "Loan Agreement"; capitalized terms not otherwise defined herein shall have
17 the meanings given to them in the Loan Agreement). Bank is willing to make the Loans to
18 Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security
19 interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of
20 Grantor under that Unconditional Guaranty (the "Guaranty") of Grantor executed of even date
21 herewith pursuant to which Grantor has guaranteed the obligations of Borrower under the Loan
22 Agreement.
23

24 B. Grantor has granted to Bank a security interest in all of Grantor's right, title and
25 interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.
26

27 NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby
28 acknowledged, and intending to be legally bound, as collateral security for the prompt and
29 complete payment when due of its obligations under the Guaranty, Grantor hereby represents,
30 warrants, covenants and agrees as follows:
31

32 **AGREEMENT**
33

34 To secure its obligations under the Guaranty, Grantor grants and pledges to Bank a
35 security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property
36 (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on
37 Schedules A, B, C, and D hereto), now owned or hereafter acquired, and including without
38 limitation all proceeds thereof (such as, by way of example but not by way of limitation, license
39 royalties and proceeds of infringement suits), the right to sue for past, present and future
40 infringements, all rights corresponding thereto throughout the world and all re-issues, divisions
41 continuations, renewals, extensions and continuations-in-part thereof (collectively, the
42 "Collateral").
43

44 The rights and remedies of Bank with respect to the security interest granted hereby are
45 in addition to those set forth in the Guaranty and the other Loan Documents, and those which are
46 now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of
47 Bank provided for herein or in the Guaranty or any of the Loan Documents, or now or hereafter
48 existing at law or in equity shall be cumulative and concurrent and shall be in addition to every

49 right, power or remedy provided for herein and the exercise by Bank of any one or more of the
50 rights, powers or remedies provided for in this Intellectual Property Security Agreement, the
51 Guaranty or any of the other Loan Documents, or now or hereafter existing at law or in equity,
52 shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all
53 other rights, powers or remedies.

54

55 In this Intellectual Property Security Agreement:

56

57 **“Intellectual Property”** is:

58 (a) Copyrights, Trademarks, Patents, and Mask Works including amendments,
59 renewals, extensions, and all licenses or other rights to use and all license fees and royalties from
60 the use;

61 (b) Any trade secrets and any intellectual property rights in computer software and
62 computer software products now or later existing, created, acquired or held;

63 (c) All design rights which may be available to Grantor now or later created, acquired
64 or held;

65 (d) Any claims for damages (past, present or future) for infringement of any of the
66 rights above, with the right, but not the obligation, to sue and collect damages for use or
67 infringement of the intellectual property rights above; and

68 (e) All Proceeds and products of the foregoing, including all insurance, indemnity or
69 warranty payments.

70 **“Trademarks”** are trademark and servicemark rights, registered or not, applications to
71 register and registrations and like protections, and the entire goodwill of the business of Grantor
72 connected with the trademarks.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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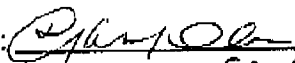
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

NAPSTER, LLC

9044 Melrose Avenue
Los Angeles, CA 90069

By: 
Name: NAND GANDHI
Title: CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, California 95050

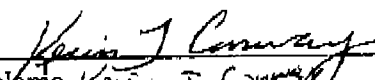
By: 
Name Kevin J. Conway
Title Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>
PRESSPLAY	VA-1-164-379
Music Service User Interface v 3.0.1	Vau-584-697

EXHIBIT B

Patents

Description

Registration/
Application
Number

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>
NAPSTER	76/540,142
Face Design	76/540,146
Cat's Head Design	76/137,086
Cat's Head Design	78/039,025
NAPSTER	78/039,019
NAPSTER	78/014,821
NAPSTER & Design	76/137,325
NAPSTER and Design	78/011,867
FIND YOUR SONG	76/053,321
FIND YOUR SONG	76/053,388
FIND YOUR SONG	76/053,320
GIGABEAT	75/939,447
GIGASPIRAL	76/053,387
GIGASPIRAL	76/053,384
GIGASPIRAL	76/053,394
GIGASPIRAL	76/053,395
GIGASPIRAL	76/053,386

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date