

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Minerva Networks, Inc.		05/05/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Presidio Management Group IV, LP
Street Address:	2735 Sand Hill Road
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1990355	COMPRESSIONIST
Registration Number:	2028961	MINERVA
Registration Number:	2322493	MINERVA IMPRESSION
Registration Number:	2111251	MINERVA PUBLISHER
Registration Number:	2105876	MINERVA STUDIO
Registration Number:	2305702	MINERVA VNP

CORRESPONDENCE DATA

Fax Number: (650)324-1808
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6503304193
 Email: trademarks@tzllp.com
 Correspondent Name: Kelly Phair McCarthy
 Address Line 1: 200 Page Mill Road
 Address Line 2: Tomlinson Zisko LLP
 Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	MINERVA NETWORKS
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CH \$165.00 1990355

NAME OF SUBMITTER:

Kelly Phair McCarthy

Total Attachments: 11

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SECURITY AGREEMENT

This Security Agreement (as amended, modified or otherwise supplemented from time to time, this "Security Agreement"), dated as of May 5, 2004, is executed by Minerva Networks, Inc., a California corporation (together with its successors and assigns, "Company"), in favor of Collateral Agent (as herein defined) on behalf of the Investors listed on the signature pages hereof.

RECITALS

A. Company and the Investors have entered into a Note Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which the Company has issued subordinated secured promissory notes (as amended, modified or otherwise supplemented from time to time, (each a "Note" and collectively, the "Notes") in an aggregate principal amount of up to \$1,000,000 in favor of the Investors.

B. In order to induce each Investor to extend the credit evidenced by the Notes, Company has agreed to enter into this Security Agreement and to grant Collateral Agent, for the benefit of itself and the Investors, the security interest in the Collateral described below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Company hereby agrees with Collateral Agent and the Investors as follows:

1. Definitions and Interpretation. When used in this Security Agreement, the following terms have the following respective meanings:

"Collateral" has the meaning given to that term in Section 2 hereof.

REDACTED

"Confidential Information remaining portion of Section 1"

TRADEMARK

REEL: 002843 FRAME: 0358

2. Grant of Security Interest. As security for the Obligations, Company hereby pledges to Collateral Agent and grants to Collateral Agent a security interest, subject to the subordination agreement with Silicon Valley Bank attached to the Note, in all right, title and interests of Company in and to the property described in Attachment 1 hereto, whether now existing or hereafter from time to time acquired (collectively, the "Collateral").

Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Collateral" shall not include any equipment or other property financed by a third party, provided that such third party's Liens are Liens of the type described in subsection (e) of the definition of Permitted Liens; provided further that such equipment or other property shall be deemed "Collateral" hereunder if such third party's Lien is released or otherwise terminated.

"Confidential Information Sections 3 through 6(c)(iv)"

REDACTED

7. Collateral Agent.

(a) Appointment. The Investors hereby appoint Presidio Management Group IV, L.P., or its designee as collateral agent for the Investors under this Security Agreement (in such capacity, the "Collateral Agent") to serve from the date hereof until the termination of the Security Agreement.

"Confidential Information Sections 7(b) through 8"

REDACTED

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

MINERVA NETWORKS, INC.

By: Mauro Bono
Mauro Bono, Chief Executive Officer

AGREED:

Presidio Management Group IV, L.P.,
As Collateral Agent

By: Presidio Management Group IV, L.P.

Michael P. Maher
Attorney-In-Fact

INVESTORS:

U.S. VENTURE PARTNERS IV, L.P.
SECOND VENTURES II, L.P.
USVP ENTREPRENEUR PARTNERS II, L.P.
By Presidio Management Group IV, L.P.
The General Partner of Each

By: _____
Michael P. Maher
Attorney-In-Fact

CIR VENTURES, L.P.
CIR VENTURES AFFILIATES, L.P.
By CIR Ventures Management Co., LLC
The General Partner of Each

By: _____
Giacomo Marini
Managing Member

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

MINERVA NETWORKS, INC.

By: Mauro Bonoma
Mauro Bonoma, Chief Executive Officer

AGREED:

Presidio Management Group IV, L.P.,
As Collateral Agent

By: Presidio Management Group IV, L.P.

Michael P. Maher
Michael P. Maher
Attorney-In-Fact

INVESTORS:

U.S. VENTURE PARTNERS IV, L.P.
SECOND VENTURES II, L.P.
USVP ENTREPRENEUR PARTNERS II, L.P.
By Presidio Management Group IV, L.P.
The General Partner of Each

By: Michael P. Maher
Michael P. Maher
Attorney-In-Fact

CIR VENTURES, L.P.
CIR VENTURES AFFILIATES, L.P.
By CIR Ventures Management Co., LLC
The General Partner of Each

By: _____
Giacomo Marini
Managing Member

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

MINERVA NETWORKS, INC.

By: Mauro Bonomi, Chief Executive Officer

AGREED:

Presidio Management Group IV, L.P.,
As Collateral Agent

By: Presidio Management Group IV, L.P.

Michael P. Maher
Attorney-In-Fact

INVESTORS:

U.S. VENTURE PARTNERS IV, L.P.
SECOND VENTURES II, L.P.
USVP ENTREPRENEUR PARTNERS II, L.P.
By Presidio Management Group IV, L.P.
The General Partner of Each

By: Michael P. Maher
Attorney-In-Fact

CIR VENTURES, L.P.
CIR VENTURES AFFILIATES, L.P.
By CIR Ventures Management Co., LLC
The General Partner of Each

By: Giacomo Marini
Giacomo Marini
Managing Member

[Signature page to Security Agreement]

ATTACHMENT 1
TO SECURITY AGREEMENT

All right, title, interest, claims and demands of Company in and to the following property:

- (i) All goods and equipment now owned or hereafter acquired, including, without limitation, all laboratory equipment, computer equipment, office equipment, machinery, fixtures, vehicles, and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;
- (ii) All inventory now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Company's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and Company's books relating to any of the foregoing;
- (iii) All contract rights, general intangibles, health care insurance receivables, payment intangibles and commercial tort claims, now owned or hereafter acquired, including, without limitation, all patents, patent rights (and applications and registrations therefor), trademarks and service marks (and applications and registrations therefor), inventions, copyrights, mask works (and applications and registrations therefor), trade names, trade styles, software and computer programs, trade secrets, methods, processes, know how, drawings, specifications, descriptions, and all memoranda, notes, and records with respect to any research and development, goodwill, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer disks, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind and whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media;
- (iv) All now existing and hereafter arising accounts, contract rights, royalties, license rights and all other forms of obligations owing to Company arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Company (subject, in each case, to the contractual rights of third parties to require funds received by Company to be expended in a particular manner), whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Company and Company's books relating to any of the foregoing;
- (v) All documents, cash, deposit accounts, letters of credit, letter of credit rights, supporting obligations, certificates of deposit, instruments, chattel paper, electronic chattel paper, tangible chattel paper and investment property, including, without limitation, all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity accounts, and all financial assets held in any securities account or otherwise, wherever located, now owned or hereafter acquired and Company's books relating to the foregoing; and
- (vi) Any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof, including, without limitation, insurance, condemnation, requisition or similar payments and the proceeds thereof.

List of Patents

Name	U.S. Filing Date	Patent Number	Inventor(s)	Status	Foreign Filings
MN-001 System and Method for Digital Video Editing and Publishing, Using Intraframe-only Video Data in Intermediate Steps	February 17, 1994	5,577,191	Bonomi, Mauro	Issued November 19, 1996	None
MN-002 Method for Reducing the Bandwidth Requirement in a System including a Video Decoder and a Video Encoder	December 14, 1995	5,784,571	Maniopoulos, Thierry Guinard, Fabrice Grundy, Kevin	Issued July 21, 1998	None
MN-003 Method and Apparatus Performing Inverse Telecine for MPEG Coding	March 24, 1995	5,812,202	Ng, Johnny C.Y. Evans, Keith M. Bonomi, Mauro	Issued September 22, 1998	None
MN-004 Structure and Method for Film Grain Noise Reduction	May 15, 1997	6,067,125	May, William D.	Issued May 23, 2000	None
MN-005 Structure and Method for Reducing Spatial Noise	September 11, 1995	5,844,627	May, William D. Fritsch, Jean-Georges	Issued December 1, 1998	None
MN-006 Method and System for Delivering Media Services and Applications Over Networks	June 16, 2000	09/595,848	Bonomi, Mauro Sweeney, Patrick Morris, Jr., Charles Francis Locke, Ian Cao, Yousheng Liu, Li Fritsch, Jean-Georges Osborne, Randy Majors, Reed Jeffery Degrange, Francis Michel Ng, Johnny C.Y.	Pending (allowed)	Pending in P.R. China. Filed May 30, 2001. PCT/US01/17438
MN-008 Method and System for Pausing and Replaying Scheduled Rich Media Broadcasts	May 31, 2000	09/585,707	Cao, Yousheng Majors, Reed Jeffery Locke, Ian Liu, Li Ng, Johnny C.Y.	Pending	None
MN-009 Flexible Media Management Systems	June 16, 2000	09/595,849	Cao, Yousheng Majors, Reed Jeffery Locke, Ian Ng, Johnny C.Y. Liu, Li	Pending	None

List of Patents

Name	U.S. Filing Date	Patent Number	Inventor(s)	Status	Foreign Filings
MN-010 Method and System for Recording Scheduled Programs Without Local Recording Equipment	May 31, 2000	09/586,247	Cao, Yousheng Majors, Reed Jeffery Locke, Ian Liu, Li Ng, Johnny C.Y. Do, Nam Phu Thanh	Pending	None
MN-011 Program Guide with a Current-Time Bar	June 16, 2000	09/596,326	Cao, Yousheng	Pending	None
MN-012 Method and System for Controlling Limited Access to Broadcasting Systems	June 16, 2000	09/596,327	Cao, Yousheng Do, Nam Phu Thanh	Pending	None
MN-013 Personal Video Library and Media Bookmark	June 16, 2000	09/595,844	Cao, Yousheng Majors, Reed Jeffery Locke, Ian Do, Nam Phu Thanh Liu, Li Ng, Johnny C.Y.	Pending	None
MN-014 Method and System for Replaying/Rewinding Live Broadcasts	June 16, 2000	09/595,838	Ng, Johnny C.Y. Do, Nam Phu Thanh	Pending	None
MN-015 Method and System for Interactive Media Assembly	August 18, 2000	09/642,529	Ng, Johnny C.Y. Turpin, Johnny Locke, Ian	Pending	None
MN-018 Notifications to Clients in Media Streaming Systems	October 6, 2000	09/680,875	Ng, Johnny C.Y. Fritsch, Jean-Georges Cao, Yousheng	Pending	TBD
MN-021 Method and System for Delivering Secured Media Programs Over IP Networks	February 8, 2001	09/781,118	Fritsch, Jean-Georges Joshi, Shreekanth Degrange, Francis Michel	Pending	TBD
MN-022 Method and System for Providing Time-Shifted Delivery of Live Media Programs	March 1, 2001	09/798/264	Fritsch, Jean-Georges	Pending	TBD
MN-023 Rental and Return of Media Programs Electronically Via a Network	May 18, 2001	09/860,376	Cao, Yousheng Majors, Reed Jeffery Morris, Jr., Charles Francis	Pending	None

List of Patents

Name	U.S. Filing Date	Patent Number	Inventor(s)	Status	Foreign Filings
MN-024 Method and System for Sharing a Media Delivery System	August 3, 2001	09/922,280	Cao, Yousheng Morris, Jr., Charles Francis	Pending	None

List of Trademarks and Copyrights

Country	Name	Application Number/ Registration Number	Filing Date/ Registration Date
Trademarks			
European Community	Minerva	302695	May 15, 1996
United States of America	Compressionist	1,990,355	July 30, 1996
United States of America	Minerva	2,028,961	January 7, 1997
United States of America	Minerva Impression	2,322,493	February 22, 2000
United States of America	Minerva Publisher	2,111,251	November 4, 1997
United States of America	Minerva Studio	2,105,876	October 14, 1997
United States of America	Minerva VNP	2,305,702	January 4, 2000
Copyrights			
United States of America	Minerva VDK	TX 5-034-926	
United States of America	Minerva iTVManager	TX 5-595-017	