

02-13-2004

PO

FORM PTO-1594

RE



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

102670144

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

1. Name of conveying party(ies):

FIRST INTERNATIONAL DIGITAL INC 2.9.04

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 12/9/03

2. Name and address of receiving party(ies):

Name: Silicon Valley Bank
Internal Address: HA155

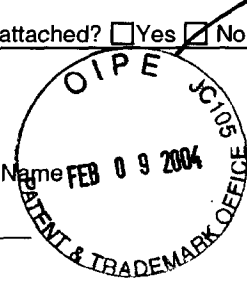
Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

- 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



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

A. Trademark Application No.(s)

78/138,352

78/108,887

78/246,689

B. Trademark No.(s)

2,486,250

2,775,763

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: 5

7. Total fee (37 CFR 3.41): \$140.00

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

02/12/2004 ECDDPER 00000077 78138352

01 FC:8521

40.00 DP

02 FCT:522

100.00 DP

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.

Maribel Arteaga
Name of Person Signing

Maribel Arteaga
Signature

1/26/04
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK
REEL: 002912 FRAME: 0808

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 9, 2003 by and between SILICON VALLEY BANK ("Bank") and First International Digital, 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 as of the Effective Date (as the same may be amended, modified or supplemented from time to time, 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:

FIRST INTERNATIONAL DIGITAL, INC.
135 West Central Road
Schaumburg, IL 60195

By: *Shelby*

Title: President/CEO

Attn:

BANK:

Address of Bank:

SILICON VALLEY BANK
230 W. Monroe, Suite 720
Chicago, IL 60606

Attn:

By: *Jamie Anthony*

Title: Vice President

EXHIBIT A

Copyrights

REGISTERED COPYRIGHTS

BOOT LOADER version 1.27 – Copyright Registration TX 1-024-607.
December 20, 2002

EXHIBIT B

Patents

ISSUED PATENTS

1748.001 ENCODING AN AUDIO SEQUENCE WITH SYNCHRONIZED DATA
Patent No. 6,442,517 Issued: August 27, 2002
Expiration: February 18, 2020

1748.002 DIGITAL AUDIO PLAYER - (DESIGN PATENT)
Patent No. D442,934 Issued: May 29, 2001
Expiration: May 29, 2015

1748.003 CASING WITH MEMORY CARD STORAGE - (DESIGN PATENT)
Patent No. D466,123 Issued: November 26, 2002
Expiration: November 26, 2016

U.S. PATENT APPLICATIONS

1748.004 ENCODING AND DECODING A MEDIA SEQUENCE
Serial No. 09/798,794 Filed: March 02, 2001
Status: Waiting examination.

1748.008 PORTABLE DIGITAL PLAYER WITH SYNCHRONIZED RECORDING AND DISPLAY
Serial No.: 10/166,915 Filed: June 11, 2002
Status: Waiting examination.

1748.009 ENHANCED ENCODER FOR SYNCHRONIZING MULTIMEDIA FILES INTO AN AUDIO BIT STREAM
Serial No.: 10/174,644 Filed: June 18, 2002
Status: Waiting examination.

1748.010 CONTINUATION IN PART OF 1748.001 - ENCODING AN AUDIO SEQUENCE WITH SYNCHRONIZED
DATA AND OUTPUTTING THE SAME
Serial No.: 09/967,839 Filed November 1, 2001
Status: Waiting examination.

1748.013 INTERACTIVE MULTIMEDIA DATA ENCODING/DECODING
Serial No.: 10/233,688 Filed September 25, 2002
Status: Waiting examination.

1748. DIGITAL AUDIO PLAYER
Serial No.: 29/169,091 Filed October 15, 2002
Status: Waiting examination.

1748. NON-STOP AUDIO RECEIVERS
Serial No.: 60/471,530 Filed May 19, 2003
Status: Waiting examination.

Exhibit B (Continued)

1748. WIRELESS MUSIC ADAPTOR WITH POWER ADAPTOR
Serial No.: 60/503,973 Filed September 18, 2003
Status: Waiting examination.

PROVISIONAL APPLICATIONS

1748.023 SYSTEM METHOD AND APPARATUS FOR DECODER ACTIVATION, AND
CONTENT DOWNLOAD AND CONTENT PURCHASE
Serial No.: 60/404,593 Filed August 21, 2002
Status:

PCT APPLICATIONS

1748.015 PORTABLE DIGITAL PLAYER WITH SYNCHRONIZED RECORDING AND DISPLAY
(Based upon 1748.008)
Serial No.: PCT/US02/18496 Filed: June 18, 2002
Status: National Phase entry is due by **December 18, 2003**.

1748.016 ENHANCED ENCODER FOR SYNCHRONIZING MULTIMEDIA FILES INTO AN AUDIO BIT STREAM
(Based upon 1748.009)
Serial No.: PCT/US02/19236 Filed: June 18, 2002
Status: National Phase entry is due by **December 18, 2003**

1748 INTERACTIVE MULTIMEDIA DATA ENCODING/DECODING
Serial No.: US03/30338 Filed September 25, 2003
Status: Pending

FOREIGN APPLICATIONS

1748.022 (CHINA) ENCODING AN AUDIO SEQUENCE WITH SYNCHRONIZED DATA...
Application Serial No. 00819334.7 Filed September 13, 2002

EXHIBIT C

Trademarks

U.S. Trademark Registrations

IROCK!

Reg. No.: 2,486,250 Issued September 4, 2001

MP3i

Reg. No.: 2,775,763 Issued October 21, 2003

U.S. TRADEMARK APPLICATIONS

supermedia and Design

App. No. 78/138,352 Filed: June 24, 2002

maxMIDI and Design

App. No. 78/108,887 Filed: February 14, 2002

Beamit

App. No. 78/246,689 Filed: May 7, 2003

Foreign Trademark Registrations

IROCK!

Reg. No.: 1984840 Issued October 7, 2002
Word People's Republic of China

Reg. No.: 1914297 Issued October 7, 2002
Design People's Republic of China

Reg. No.: 002147841 Issued August 8, 2002
Word European Union

Reg. No.: 002147783 Issued September 12, 2002
Design European Union

Reg. No.: 164487 Issued November 16, 2002
Word & Design Taiwan

EXHIBIT D

Mask Works

NONE