

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
Pathfire, Inc.		10/29/2004	CORPORATION: GEORGIA

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

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	2737799	PATHFIRE ENABLING DIGITAL MEDIA
Registration Number:	2784651	PATHFIRE
Serial Number:	76195032	ENABLING DIGITAL MEDIA
Registration Number:	2632819	PATHFIRE
Registration Number:	2785110	NEWSTRACKER
Registration Number:	2633489	THE COMPLETE MEDIA COMMERCE NETWORK
Registration Number:	2506037	VIDEOCENTER.COM
Registration Number:	2276835	EC TRACKER

CORRESPONDENCE DATA	
Fax Number:	(404)962-6771
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404-885-3539
Email:	trademarks@troutmansanders.com
Correspondent Name:	Troutman Sanders LLP
Address Line 1:	600 Peachtree Street, N.E.
Address Line 2:	Bank of America Plaza - Suite 5200

OP \$215.00 2737799

Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:

220763.000424

NAME OF SUBMITTER:

Segeda T. Ranjeet, Esq.

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 29, 2004 by and between SILICON VALLEY BANK ("Bank") and PATHFIRE, 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 of even date herewith (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 Exhibits 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.

This Intellectual Property Security Agreement shall continue in effect until all of the Obligations (other than unliquidated contingent indemnity obligations) have been paid in full and Bank has no further obligations or commitments under the Loan Documents.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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:

PATHFIRE, INC.

245 Hembree Park Drive
Suite 100
Roswell, Georgia 30076

By: *Neal W. McEwen*
Name: *NEAL W. MCEWEN*
Title: *CFO*

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, California 95054

By: _____
Name
Title

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:

245 Hembree Park Drive
Suite 100
Roswell, Georgia 30076

PATHFIRE, INC.

By: _____
Name:
Title:

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, California 95054

SILICON VALLEY BANK

By: *Gayle L. Keller*
Name: Gayle L. Keller
Title: MARKET MANAGER

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MediaTracker	Tx5363727	8/1/2000
ECTracker	Tx5363724	8/1/2000
Newstracker	Tx5363725	8/1/2000
SteamTracker	Txu962338	8/1/2000
VideoCenter	Tx5363726	8/1/2000

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
"Multicast Control Systems and Methods for Dynamic, Adaptive Time and Bandwidth Allocations" (designated countries are Germany, France, Great Britain (and Hong Kong), Luxembourg, and Netherlands)	European Patent No. 1169836	Issued July 16, 2003
"Cascading Key Encryption"	International Application No. PCT/US2004/009682	Filed March 30, 2004
"Systems and Methods of Multicast Transport Call Session Control for Improving Forward Bandwidth Utilization"	International Patent Application No. PCT/US2004/014967	Filed May 13, 2004
"Multicast Control Systems and Methods for Dynamic, Adaptive Time, Bandwidth, Frequency, and Satellite Allocations"	U.S. Utility Patent Application No. 10/632,483	Filed August 1, 2003
"Multicast Control Systems and Methods for Dynamic, Adaptive Time, Bandwidth, Frequency, and Satellite Allocations"	International Patent Application No. PCT/US2004/023916	Filed July 23, 2004

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PATHFIRE ENABLING DIGITAL MEDIA & Design	2737799	7/15/2003
PATHFIRE	2784651	11/18/2003
ENABLING DIGITAL MEDIA	76/195032	1/17/2001
PATHFIRE	2632819	10/08/2002
NEWSTRACKER	2785110	11/18/2003
THE COMPLETE MEDIA COMMERCE NETWORK	2633489	10/08/2002
VIDEOCENTER.COM	2506037	11/13/2001
EC TRACKER	2276835	9/7/1999*
CINEPORT	76/102876	8/3/2000
STEAMTRACKER	76/102424	8/3/2000
SKYTRACKER	76/094780	7/24/2000
DIRECTSIGHT	75/792068	9/2/1999
VNOC	75/791314	9/2/1999
PRODUCE ONCE. VIEW ANYWHERE	75/791315	9/2/1999

***The PTO records show a security interest recorded against this mark in favor of Sand Hill Capital II, LP, which security interest has not be released.**

EXHIBIT D

Mask Works

Description

**Registration/
Application
Number**

**Registration/
Application
Date**