

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:	Partners For Growth, L.P.
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	LIMITED PARTNERSHIP:

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:	4048853539
Email:	segeda.ranjeet@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 PARTNERS FOR GROWTH, L.P. ("Lender") and PATHFIRE, INC. ("Grantor").

RECITALS

A. Lender 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 (a) that certain Loan and Security Agreement by and between Lender and Grantor of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Revolving Loan Agreement"; capitalized terms used herein are used as defined in the Revolving Loan Agreement) and (b) that certain Term Loan and Security Agreement by and between Lender and Grantor of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Term Loan Agreement", and together with the Revolving Loan Agreement, the "Loan Agreements"). As used herein, "Loan Documents" shall mean the Loan Documents as defined in the Revolving Loan Agreement and the Loan Documents as defined in the Term Loan Agreement. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of Grantor under the Loan Agreements.

B. Pursuant to the terms of the Loan Agreements, Grantor has granted to Lender a security interest in certain assets of Grantor.

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 Agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreements, Grantor grants and pledges to Lender 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 Lender under the Loan Agreements. The rights and remedies of Lender with respect to the

security interest granted hereby are in addition to those set forth in the Loan Agreements and the Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreements or any of the other 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreements 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 Lender, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement shall continue in effect until all of the Obligations referenced in both of the Loan Agreements (other than unliquidated contingent indemnity obligations) have been paid in full and Lender 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

LENDER:

Address of Lender:

PARTNERS FOR GROWTH, L.P.

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:

LENDER:

Address of Lender:

560 Mission Street, Third Floor
San Francisco, California 94105

PARTNERS FOR GROWTH, L.P.

By: Lorraine Nield

Name LORRAINE NIELD

Title Manager, Partners for Growth, LLC
its General Partner

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 D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

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