

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
Verimatrix, Inc.		01/10/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	Siemens Venture Capital GmbH		
Street Address:	Wittelsbacherplatz 2		
City:	D-80312, Munich		
State/Country:	GERMANY		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76242991	VERIMATRIX	
CORRESPONDENCE DATA			
Fax Number:	(415)951-3699		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 693-2464		
Email:	ato@cooley.com		
Correspondent Name:	Ankey To		
Address Line 1:	Cooley Godward LLP		
Address Line 2:	One Maritime Plaza, 20th Fl.		
Address Line 4:	San Francisco, CALIFORNIA 94111		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

CH \$40.00 76242991

NAME OF SUBMITTER:	Ankey To
Signature:	/at/
Date:	01/12/2005

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 10, 2005 by and between VERIMATRIX, INC., a California Corporation, (“GRANTOR”) and the secured parties listed on the signature page hereof (the “SECURED PARTIES”).

RECITALS

A. Secured Parties have made and may in the future make certain advances of money to Grantor (the “*Loans*”) in the amounts and manner set forth in those certain Convertible Secured Promissory Notes executed by Grantor in favor of Secured Parties (collectively, as the same may be amended, modified or supplemented from time to time, the “*Notes*”). Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Parties a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and Secured Parties (as the same may be amended, modified or supplemented from time to time, the “*Security Agreement*”), Grantor has granted to Secured Parties a security interest in all of Grantor’s right, title and interest in, to or under all of the Grantor’s assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

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 Notes and the Security Agreement (collectively, the “*Loans Documents*”), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loans Documents and under all other agreements now existing or hereafter arising between Grantor and Secured Parties, Grantor grants and pledges to Secured Parties a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C 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 Secured Parties under the Security Agreement. The rights and remedies of Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loans Documents, and those which are now or hereafter available to Secured Parties as a matter of law or equity. Each right, power and remedy of Secured Parties provided for herein or in the Security Agreement or any of the Loans 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 Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loans Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Signature pages follow.]

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:

SECURED PARTIES:

VERIMATRIX, INC.

By: 

Print Name: Robin Ross Cooper

Title: PRESIDENT & CEO

SIEMENS VENTURE CAPITAL GMBH

By: _____

Print 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:

VERIMATRIX, INC.

By: _____

Print Name: _____

Title: _____

SIEMENS VENTURE CAPITAL GMBH

By: [Signature] pfa [Signature]

Print Name: Thomas Kolbinger Sabine Zindera

Title: CFO VP Marketing & Communications

EXHIBIT A
COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date
None.		

EXHIBIT B

PATENTS

Country	Description	Registration/ Application Number	Registration/ Application Date
U.S.	Web Based Human Services Conferencing Network	09/782,707	02/12/2001
U.S.	Network-Based Content Distribution System	09/789,298	02/20/2001
U.S.	Method and System For Protecting Ownership Rights of Digital Contents	10/177,263	06/19/2002

