

08-09-2004

8.4.04

FORM PTO-1594 REC

(Rev. 03/01)
OMB No. 0651-0027 (exp. 05/31/2002)



102808981

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
BOXX TECHNOLOGIES, INC.

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

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

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

OFFICE OF THE COMMISSIONER
2004 AUG -4 11 10 AM '04
FINANCE SECTION

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

6-28-04

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State-**DE**
 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)	B. Trademark No.(s)
-	2,437,663
	2,541,229
	2,541,849
	2,541,850
	2,497,613

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

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.

08/06/2004 DBYRNE 00000102 2437663

01 FC:8521 40.00 OP
02 FC:8522 100.00 OP

Trisha Sedillo
Name of Person Signing
Shannon Hubbard

Trisha Sedillo
Signature

7/26/04
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: 003024 FRAME: 0025

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated as of the Effective Date (as defined in the Loan Agreement) is between SILICON VALLEY BANK ("Bank") and BOXX TECHNOLOGIES, INC. ("Grantor").

RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement (the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

BANK:

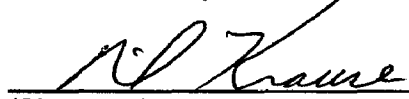
GRANTOR:

SILICON VALLEY BANK

BOXX TECHNOLOGIES, INC.,
a Delaware corporation



(Signature)



(Signature)

Erin Vice President

(Title)

CEO + PRESIDENT

(Title)

EXHIBIT A

Copyrights

Description

Registration/Application
Number

Registration/Application
Date

None

EXHIBIT B

Patents

Description

Registration/Application
Number

Registration/Application
Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
BOXX	2,437,663	3/20/2001
CINEBOXX	2,541,229	2/19/2002
HDBOXX	2,541,849	2/19/2002
3DBOXX	2,541,850	2/19/2002
RENDERBOXX	2,497,613	10/16/2001

EXHIBIT D

Mask Works

Description

Registration/Application
Number

Registration/Application
Date

NONE

3614379v7

RECORDED: 08/04/2004

**TRADEMARK
REEL: 003024 FRAME: 0030**