

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	02/18/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Intersymbol Communications, Inc.		02/18/2005	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	Open Prairie Ventures I, L.P.
Street Address:	115 N. Neil Street
Internal Address:	Suite 209
City:	Champaign
State/Country:	ILLINOIS
Postal Code:	61820
Entity Type:	LIMITED PARTNERSHIP:

Name:	TD Fund, L.P.
Street Address:	1850 K Street, NW
Internal Address:	Suite 1075
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	LIMITED PARTNERSHIP:

Name:	CID Seed Fund, L.P.
Street Address:	One American Square
Internal Address:	Suite 2850
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46282
Entity Type:	LIMITED PARTNERSHIP:

Name:	Middlefield Ventures, Inc.
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CH \$65.00 76546070

Street Address:	2200 Mission Blvd.
Internal Address:	M/S SC4-203
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95052
Entity Type:	CORPORATION:

Name:	Venture Investors Early Stage Fund III L.P.
Street Address:	505 South Rosa Road
City:	Madison
State/Country:	WISCONSIN
Postal Code:	53719
Entity Type:	LIMITED PARTNERSHIP:

Name:	Intersymbol Investment Partnership
Street Address:	24 Branchwood Drive
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60193
Entity Type:	PARTNERSHIP:

Name:	Intersymbol Series B Investment Partnership
Street Address:	24 Branchwood Drive
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60193
Entity Type:	PARTNERSHIP:

Name:	Champaign-Urbana Venture Fund, LLC
Street Address:	1909 Fox Drive
City:	Champaign
State/Country:	ILLINOIS
Postal Code:	61820
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76546070	SMARTCDR
Registration Number:	2789738	INTERSYMBOL COMMUNICATIONS

CORRESPONDENCE DATA

Fax Number: (703)456-8100  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 7034568133  
Email: chupprich@cooley.com  
Correspondent Name: Cara Hupprich  
Address Line 1: 11951 Freedom Drive  
Address Line 2: Cooley Godward LLP  
Address Line 4: Reston, VIRGINIA 20190

NAME OF SUBMITTER:	Cara Hupprich
Signature:	/s/Cara Hupprich
Date:	02/23/2005

Total Attachments: 14  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 18, 2005 by and among INTERSYMBOL COMMUNICATIONS, INC., an Illinois corporation, (the "*Grantor*") and the secured parties listed on the signature pages hereof (the "*Secured Parties*").

### RECITALS

A. The 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 Secured Convertible Promissory Notes executed by Grantor in favor of the Secured Parties (collectively, as the same may be amended, modified or supplemented from time to time, the "*Notes*") and that certain Note Purchase Agreement, of even date hereof, by and among Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Purchase Agreement*"). The Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Secured Parties a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes and Purchase Agreement.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and among Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Grantor has granted to the Secured Parties a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets described in the Security Agreement. 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, the Purchase Agreement and the Security Agreement (collectively, the "*Loan Documents*"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents, Grantor grants to the 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 **Exhibits 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 the Secured Parties under the Security Agreement. The rights and remedies of the 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 Loan Documents, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Security 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 the 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 Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other

rights, powers or remedies. To the extent not otherwise provided for herein, any procedural matters involving the exercise of any rights hereunder shall be governed by the terms of the Security Agreement.

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 their authorized representatives as of the first date written above.

**GRANTOR:**

**INTERSYMBOL COMMUNICATIONS, INC.**

By:  \_\_\_\_\_

Name: Andrew Singer

Title: PRESIDENT

**LENDERS:**

**TD FUND, L.P.**

By: TDFCI, LP its General Partner

By: 

Name: **JAMES PASTORIZA**

Title:

**OPEN PRAIRIE VENTURES I, L.P.**

By: \_\_\_\_\_ its General Partner

By:

Name:

Title:

**CID SEED FUND, L.P.**

By: CID Seed Fund Partners I, General Partner

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**MIDDLEFIELD VENTURES, INC.**

By:

Name:

Title:

**VENTURE INVESTORS EARLY STAGE FUND III L.P.**

By: Venture Investors LLC  
Its: General Partner

By: Scott Button  
Partner

**INTERSYMBOL INVESTMENT PARTNERSHIP**

By: \_\_\_\_\_ its General Partner

By:

Name:

Title:

[INTERSYMBOL COMMUNICATIONS, INC.  
INTELLECTUAL PROPERTY SECURITY AGREEMENT SIGNATURE PAGE]

COMPANIES:

TD FUND, L.P.

By: \_\_\_\_\_ its General Partner

By:

Name:

Title:

OPEN PRAIRIE VENTURES I, L.P.

By: \_\_\_\_\_ its General Partner

By:

Name:

Title:

CID SEED FUND, L.P.

By: CID Seed Fund Partners I, General Partner

By: *[Signature]*  
Printed: Robert J. O'Brien  
Title: General Partner

MIDDLEFIELD VENTURES, INC.

By:

Name:

Title:

VENTURE INVESTORS EARLY STAGE FUND III L.P.

By: Venture Investors LLC  
its General Partner

INTERSYMBOL INVESTMENT PARTNERSHIP

By: \_\_\_\_\_ its General Partner

By:

Name:

Title:

By: Scott Button  
Partner

[INTERSYMBOL COMMUNICATIONS, INC.  
INTELLECTUAL PROPERTY SECURITY AGREEMENT SIGNATURE PAGE]



**LENDERS:**

**TD FUND, L.P.**

By: \_\_\_\_\_ its General Partner

By:

Name:

Title:

**OPEN PRAIRIE VENTURES I, L.P.**

By: \_\_\_\_\_ its General Partner

By:

Name:

Title:

**CID SEED FUND, L.P.**

By: CID Seed Fund Partners I, General Partner

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**MIDDLEFIELD VENTURES, INC.**

By:

Name:

Title:

**VENTURE INVESTORS EARLY STAGE FUND III L.P.**

By: Venture Investors LLC  
Its: General Partner



By: Scott Button  
Partner

**INTERSYMBOL INVESTMENT PARTNERSHIP**

By: \_\_\_\_\_ its General Partner

By:

Name:

Title:

[INTERSYMBOL COMMUNICATIONS, INC.  
INTELLECTUAL PROPERTY SECURITY AGREEMENT SIGNATURE PAGE]

**LENDERS:**

**TD FUND, L.P.**

By: \_\_\_\_\_ its General Partner

By:

Name:

Title:

**OPEN PRAIRIE VENTURES I, L.P.**

By: *OPV Management I, LLC* its General Partner

By: *Andrew Jones*

Name: *Andrew Jones*

Title: *Managing Member*

**CID SEED FUND, L.P.**

By: CID Seed Fund Partners I, General Partner

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**MIDDLEFIELD VENTURES, INC.**

By:

Name:

Title:

**VENTURE INVESTORS EARLY STAGE FUND III L.P.**

By: Venture Investors LLC  
Its: General Partner

**INTERSYMBOL INVESTMENT PARTNERSHIP**

By: \_\_\_\_\_ its General Partner

By:

Name:

Title:

By: Scott Button  
Partner

[INTERSYMBOL COMMUNICATIONS, INC.  
INTELLECTUAL PROPERTY SECURITY AGREEMENT SIGNATURE PAGE]

**LENDERS:**

**TD FUND, L.P.**

By: \_\_\_\_\_ its General Partner

By:

Name:

Title:

**OPEN PRAIRIE VENTURES I, L.P.**

By: \_\_\_\_\_ its General Partner

By:

Name:

Title:

**CID SEED FUND, L.P.**

By: ~~CID Seed Fund Partners I, General Partner~~

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**MIDDLEFIELD VENTURES, INC.**

By: *MPB*

Name: **Mike Burns**

Title: **Assistant Treasurer**

LEGAL OK
MHC file 0/17/05
ANDREW GARBERSON
<i>Call for Transcripts</i>

**VENTURE INVESTORS EARLY STAGE FUND III L.P.**

By: Venture Investors LLC  
As: General Partner

**INTERSYMBOL INVESTMENT PARTNERSHIP**

By: \_\_\_\_\_ its General Partner

By:

Name:

Title:

By: Scott Butten  
Partner

[INTERSYMBOL COMMUNICATIONS, INC.  
INTELLECTUAL PROPERTY SECURITY AGREEMENT SIGNATURE PAGE]

**LENDERS:**

**TD FUND, L.P.**

By: \_\_\_\_\_ its General Partner

By:

Name:

Title:

**OPEN PRAIRIE VENTURES I, L.P.**

By: \_\_\_\_\_ its General Partner

By:

Name:

Title:

**CID SEED FUND, L.P.**

By: CID Seed Fund Partners I, General Partner

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**MIDDLEFIELD VENTURES, INC.**

By:

Name:

Title:

**VENTURE INVESTORS EARLY STAGE FUND III L.P.**

By: Venture Investors LLC  
Its: General Partner

By: Scott Button  
Partner

**INTERSYMBOL INVESTMENT PARTNERSHIP**

By: \_\_\_\_\_ its General Partner

By: *Kenneth Boitz*

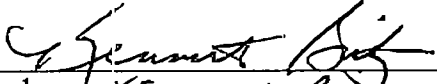
Name: *KENNETH BOITZ*

Title: *MANAGING PARTNER*

[INTERSYMBOL COMMUNICATIONS, INC.  
INTELLECTUAL PROPERTY SECURITY AGREEMENT SIGNATURE PAGE]

**LENDERS:**

**INTERSYMBOL SERIES B INVESTMENT PARTNERHSIP**

By:   
Printed: KENNETH BOYD  
Title: MANAGING PARTNER

**CHAMPAIGN-URBANA VENTURE  
FUND, LLC**

By: Cardinal-Fox Capital, L.L.C., its Manager

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By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

**LENDERS:**

**INTERSYMBOL SERIES B INVESTMENT PARTNERHSIP**

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

**CHAMPAIGN-URBANA VENTURE  
FUND, LLC**

By: ~~Cardinal Fox Capital, L.L.C., its Manager~~  
*Fox Venture, LLC, its Manager*

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By: \_\_\_\_\_  
Printed: *Peter B Fox*  
Title: *Manager*

EXHIBIT A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

List of Intersymbol Communications, Inc. Copyrights

None

EXHIBIT B TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

List of Intersymbol Communications, Inc. Patents

U.S. Patent Application 10/603,388

Filing Date: 6/24/2003

Title: Method and Apparatus for Delayed Recursion Decoder

Inventors: Rajamohana Hegde, Andrew Singer, and Jacob Janovetz

The application was published on December 30, 2004 and given publication number US-2004-0264555-A1.

PCT Patent Application WO 2005/004459

Filing Date: 6/24/2004

Title: Method and Apparatus for Delayed Recursion Decoder

Inventors: Rajamohana Hegde, Andrew Singer, and Jacob Janovetz

This international PCT application was published on January 13, 2005, under No. WO 2005/004459.



EXHIBIT C TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

List of Intersymbol Communications, Inc. Trademarks

A certificate of trademark registration was issued for "INTERSYMBOL COMMUNICATIONS" in December, 2003 - U.S. Registration No. 2789738.

Application for trademark registration for "SMART CDR" was filed in September, 2003 - Serial No. 76/546070. The USPTO on-line database indicates the application for registration was approved for publication in January, 2005, although we have not yet received correspondence from the USPTO to this effect.