

11-19-2004

FORM PTG-1594

F

(Rev. 03/01)

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



102884766

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.

11-16-04

1. Name of conveying party(ies):  
**Pathfire, Inc.**

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

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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: October 29, 2004

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

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State-Delaware  
 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

OFFICE OF PUBLIC RECORDS  
2004 NOV 16 AM 9:55  
FINANCE SECTION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)	B. Trademark No.(s)
76/195,032	2,737,799 2,276,835
76/102,876	2,784,651
76/102,424	2,632,819
	2,785,110
	2,633,489
	2,506,037

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: **10**

7. Total fee (37 CFR 3.41):                      \$265  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

11/18/2004 DBYRNE 00000074 76195032

01 FC 0521 (40.00 OP)  
02 FC 0522 (225.00 OP)

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.

*Maribel Arteaga*  
Name of Person Signing

*Maribel Arteaga*  
Signature

11/16/04  
Date

Janice Chua

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: 003083 FRAME: 0204

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 19, 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:

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: 

Name ABIGAYLE L. KELLER

Title MARKET MANAGER

**EXHIBIT A**

**Copyrights**

<b><u>Description</u></b>	<b><u>Registration/ Application Number</u></b>	<b><u>Registration/ Application Date</u></b>
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 <i>abandoned</i>	76/094780	7/24/2000
DIRECTSIGHT <i>abandoned</i>	75/792068	9/2/1999
VNOC <i>abandoned</i>	75/791314	9/2/1999
PRODUCE ONCE. VIEW ANYWHERE <i>abandoned</i>	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

SVB/Pathfire, Inc. (IP Sec Ag)  
233298\_3

RECORDED: 11/16/2004

TRADEMARK  
REEL: 003083 FRAME: 0211