

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
E-CAST INC.		09/26/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL I, L.P.		
Street Address:	100 Hamilton Avenue		
Internal Address:	Suite 125		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2679012	ECAST	
CORRESPONDENCE DATA			
Fax Number:	(858)677-1401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-638-6717		
Email:	erin.obrien@dlapiper.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	4365 Executive Drive		
Address Line 2:	Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121-2133		
NAME OF SUBMITTER:	Erin O'Brien		
Signature:	/Erin O'Brien/		
Date:	09/26/2005		

CH \$40.00 2679012

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between ESCALATE CAPITAL I, L.P. ("Lender") and E-CAST 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 that certain Loan and Security Agreement by and between Lender and Grantor dated the Effective Date (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). 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 Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including 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.

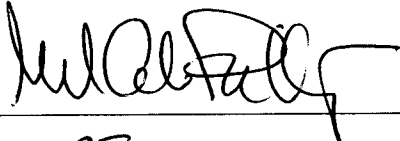
This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

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.

Address of Grantor:
49 Geary Street, Mezzanine
San Francisco, CA 94108
Attn: Chief Financial Officer

GRANTOR:

E-CAST INC.

By: 
Title: CFO

Address of Lender:
100 Hamilton Avenue, Suite 125
Palo Alto, CA 94301
Attn: Mr. Mike Weeks


LENDER:

ESCALATE CAPITAL I, L.P.
a Delaware limited partnership

By: Escalate Capital Management I,
its general partner

By: EC Management I, L.P.,
a general partner

By: Escalate Capital Management Co., LLC,
its general partner

By: 
Title: General Partner

SCHEDULE A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

SCHEDULE B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
U.S. Patent Application Entitled "DISTRIBUTED ELECTRONIC ENTERTAINMENT METHOD AND APPARATUS"	09/519,008	March 3, 2000
U.S. Patent Application Entitled "MEDIA SERVICE MANAGEMENT SYSTEM"	10/183,973	June 25, 2002
U.S. Patent Application Entitled "CLOSED-LOOP DELIVERY TO INTEGRATED DELIVERY MANAGER"	09/894,976	June 27, 2001
U.S. Patent Application Entitled "SECURE MUSIC DELIVERY"	09/894,972	June 27, 2001
U.S. Patent Application Entitled "EXPIRING CONTENT ON PLAYBACK DEVICES"	09/974,946	October 9, 2001
U.S. Patent Application Entitled "SECURE TICKETING"	09/974,931	October 9, 2001
U.S. Patent Application Entitled "DYNAMIC DISTRIBUTED CONFIGURATION MANAGEMENT SYSTEM" <i>(Abandoned)</i>	10/039,619	January 4, 2002
U.S. Patent Application Entitled "CLOSED-LOOP DELIVERY SYSTEM"	09/894,846	June 27, 2001
U.S. Patent Application Entitled "DISTRIBUTED CONFIGURATION OF ENTERTAINMENT DEVICES"	10/942,363	September 15, 2004
U.S. Patent Application Entitled "PRIORITIZED CONTENT DOWNLOAD FOR AN ENTERTAINMENT DEVICE"	10/956,823	October 1, 2004
U.S. Patent Application Entitled "LOCATION-BASED HISTORICAL PERFORMANCE INFORMATION FOR ENTERTAINMENT DEVICES"	11/083,592	March 18, 2005

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Number</u>	<u>Registration/ Date</u>
ECAST	2,679,012	January 21, 2003

SCHEDULE D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

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