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U.S. DEPARTMENT OF COMMERCE U.S. 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):

Verance Corporation

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 06/02/05

2. Name and address of receiving party(ies)

Name: Silicon Valley Bank

Internal

Address:

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA Zip: 95054

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) See Exhibit C attached hereto.

B. Trademark Registration No.(s) See Exhibit C attached hereto.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corporation

Internal Address: Penelope Agodoa

Street Address: 1030 15th Street, NW, Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41): \$ 290.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-3155

DO NOT USE THIS SPACE

9. Signature.

Karen Yoshida Name of Person Signing

[Signature] Signature

August 2, 2005 Date

Total number of pages including cover sheet, attachments, and document:

12

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

EXHIBIT C

United States Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MEDIADNA	75/310,038	16-Jun-97
MUSICODE	75/424,720	28-Jan-98
PLAYCODE	75/425,409	29-Jan-98
MUSICODE	2,186,922	01-Sep-98
VERANCE	2,847,697	1-Jun-04
V Design Logo	2,875,158	17-Aug-04
CONFIRMEDIA	2,853,369	18-Jun-02
Music Note Design Logo	2487243	11-Sep-01
ConfirMusic	78/311,371	4-Jan-05
Confirmedia Powered by Proof	78/447,594	8-Jul-04
Powered By Proof	78/447,565	8-Jul-04

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 2, 2005 by and between SILICON VALLEY BANK ("Bank") and VERANCE CORPORATION ("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 its intellectual property assets (the "Intellectual Property Collateral") 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 Schedules 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.

Grantor will register with the United States Patent and Trademark Office its material patents and trademarks and additional material patent and trademark rights developed or acquired, including revisions or additions to any product before the sale or licensing of the product to any third party or if such rights are otherwise material.

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.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

VERANCE CORPORATION

By: F. Maria Petrosco

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: J. S. [Signature]

Title: Managing Director

EXHIBIT A

Copyrights

<u>Title of Copyright</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT B

United States Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Electronic Voice Messaging Note Pad	Des. 373,098	29-Oct-96
Electronic Voice Annunciator	Des. 376,148	03-Dec-96
Method and Apparatus for Transporting Auxiliary Data in Audio Signals	5,822,360	13-Oct-98
Post-Compression Hidden Data Transport	5,687,191	11-Nov-97
Multi-Media Copy Management System	5,719,937	17-Feb-98
Method and Apparatus for Embedding Auxiliary Data in a Primary Data Signal	5,937,000	10-Aug-99
Apparatus & Method for Encoding/Decoding Info. In Analog Signals	5,940,135	17-Aug-99
Cross -Term Compensation Power Adjustment of Embedded Auxiliary Data in a Primary Data Signal	5,940,429	17-Aug-99
Post-Compression Hidden Data Transport for Video	5,901,178	04-May-99
Apparatus and Method for Embedded and Extracting Information in Analog Signals Using Distributed Signal Features	6,175,627	16-Jan-01
Multi-Media Copy Management System	5,963,909	05-Oct-99
Method and Apparatus for Preventing Removal of Embedded Information in Cover Signals	6,145,081	11-Nov-00
Apparatus and Method for Encoding and Decoding Information in Audio Signals	6,005,501	21-Dec-99
Apparatus and Method for Embedded and Extracting Information in Analog Signals Using Replica Modulation	6,427,012	30-Jul-02
Apparatus and Method for Encoding and Decoding Information in Audio Signals	5,774,452	30-Jun-98
Method and Apparatus for Embedding Auxiliary Data in a Primary Data Signal Using Frequency and Time Domain Processing	6,154,484	28-Nov-00
Apparatus and Method for Encoding and Decoding Information in Analog Signals	5,828,325	27-Oct-98
Broadcast Voice Recognition Monitoring System for Keyword Monitoring	6,332,120	18-Dec-01

Billboard Consumption Measurement System	6,252,522	26-Jun-01
Remote Control Signaling Using Audio Watermarks	6,737,957	18-May-04
Formation and Analysis of Signals with Common and Transaction Watermarks	6,430,301	30-Aug-02
Multimedia Adaptive Scrambling System (MASS)	6,888,943	3-May-05
Digital System for Embedding a Pseudo Randomly Modulated Auxiliary Data Sequence in Digital Samples	6,792,542	14-Sep-04
Noise Suppression for Low Bit rate Speech Coder	6,122,610	19-Sep-00*
Apparatus & Method for embedding and extracting information in analog signals using distributed signal features and replica modulation	6,683,958	27-Jan-04

*Assigned to Sorrento Telecom in May of 2001

Method and Apparatus for Transporting Auxiliary Data in Audio Signals	96/13516	IPER
Multi-Media Copy Management System	96/19234	IPER
Post-Compression Hidden Data Transport	96/19283	IPER
Hidden Data Transport Electronic Coupon System	96/19370	IPER
Method and Apparatus for Embedding Data in a Primary Data Signal	97/21952	IPER
Method and Apparatus for Embedding Auxiliary Data in a Primary Data Signal Using Frequency and Time Domain Processing	99/23564	IPER
Post-Compression Hidden Data Transport for Video	98/15111	IPER
Multimedia Adaptive Scrambling System (MASS)	99/08635	IPER
Digital Hidden Data Transport (DHDT)	99/08675	IPER
Pre-Processed Information Embedding System	99/11526	IPER
Oversampled Filter Bank for Subband Processing	99/28343	IPER
Method and Apparatus for Detecting Processing Stages Applied to a Signal	01/09305	IPER
Methods & Apparatus for Embedding/Recovering Watermarking Information Based on Host-Matching Codes	10/066,039	Application Filed
Oversampled Filter Bank for Subband Processing	01/148,161	Allowed
Pre-Processed Information Embedding System	09/721,015	
Apparatus and Method for Embedding and Extracting Information in Analog Signals Using Replica Modulation	99/13482	National Stage Entered
Method and Apparatus for Detecting Processing Stages Applied to a Signal	09/535,154	Office Action
Remote Control Signaling Using Audio Watermarks	01/40013	SR Published
Remote Control Signaling Using Audio Watermarks	10/794,520	Status Request
Watermark Position Modulation	10/128,812	Application Filed
Media Monitoring Management Information System	10/681,953	In Process
Apparatus and Method for Embedding and Extracting Information in Analog Signals Using Distributed Signal Features and Replica Modulation	10/763,288	Preliminary Amendment Filed
Digital Hidden Data Transport	10/834,457	Application Filed
Security Enhancements of Digital Watermarks for Multi-Media	App 11/115,990	Application Filed

Content		
Methods and Apparatus for Enhancing the Robustness of Watermark Extraction from Digital Host Content	App 11/116,137	Application Filed
Pre-Processed Information Embedding System		Application Filed
Method and Apparatus for Transporting Auxiliary Data in Audio Signals	.96/13516	IPER

EXHIBIT C

United States Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
RINGTHING	74/684,659	Abandoned
Voice Pad (Stylized)	74/687,234	Abandoned
LOVE-NOTES (stylized)	2,029,300	Abandoned
Electronic DNA	2,157,168	Abandoned
STD and Design	2,114,542	Abandoned
MEDIADNA	75/310,038	16-Jun-97
EDNA and Design	2,182,223	Abandoned
MUSICODE	75/424,720	28-Jan-98
SONICODE	75/424,721	Sold rights to SONY
PLAYCODE	75/425,409	29-Jan-98
MUSICODE	2,186,922	01-Sep-98
FIREWIRELESS	75/547,121	Abandoned
MISCELLANEOUS DESIGN	75/865,836	Abandoned
VERANCE	2,847,697	1-Jun-04
V Design Logo	2,875,158	17-Aug-04
CONFIRMEDIA	2,853,369	18-Jun-02
Verance Digital (stylized)	76/046,568	Abandoned
VRM	76/046,421	Abandoned
NETWORKCODE	76/102,622	Abandoned
AdCode	76/198,893	Abandoned
ProgramCode	76/198,996	Abandoned
Music Note Design Logo	2487243	11-Sep-01

ConfinMusic	78/311,371	4-Jan-05
Confirmmedia Powered by Proof	78/447,594	8-Jul-04
Powered By Proof	78/447,565	8-Jul-04

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

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SONICODE	75/424,721	Sold rights to -SONY
PLAYCODE	75/425,409	29-Jan-98
MUSICODE	2,186,922	01-Sep-98
FIRISWIRELESS	75/547,131	Abandoned
MISCELLANEOUS DESIGN	75/865,826	Abandoned
VERANCE	2,847,697	1-Jun-04
V Design Logo	2,875,158	17-Aug-04
CONFIRMEDIA	2,853,369	18-Jun-02
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