

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Sportsvision, Inc.
4619 N. Ravenswood Ave., Suite 304
Chicago, IL 60640

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

Citizenship _____
(see guidelines)

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 30, 2006

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Escalate Capital I, L.P.

Internal Address: _____

Street Address: 2400 Sand Hill Road
Suite 201

City: Menlo Park

State: California

Country: United States Zip: 94025

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship Delaware
- Corporation Citizenship _____
- Other _____ Citizenship: _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Attached Exhibit A

B. Trademark Registration No.(s)
See Attached Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: DARREN W. COLLINS
Internal Address: Atty. Dkt.: 023854.0100
Street 2001 Ross Avenue, Suite 3000
Address:

City: Dallas State: TX Zip: 75201

Phone Number: (214) 758-3552

Fax Number: (214) 758-1550

Email Address: dcollins@pattonboggs.com

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1004
Expiration Date 09/09

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

[Signature] 6/30/06
Signature Date

Darren W. Collins
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9

OP \$290.00 2306438

EXHIBIT A**Trademarks**

Trademark	Registration Number
AIRF/X	2,308,438
SPORTVISION	2,158,157
SporTVision	2,436,087
1st & 10	2,527,898
TEE VELOCITY	2,628,780
VIRTUAL CADDY	2,680,454
IGNITE SPORTS MEDIA	2,443,831
SPORTVISION	2,835,768
KNOW THE GAME	2,387,516
EDGEEXPERIENCE	2,403,696
MOVING AT THE SPEED OF SPORT	2,415,665

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 30, 2006 by and between Escalate Capital I, L.P. ("Lender") and Sportvision, Inc. ("Borrower").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Patents and Trademarks listed on Schedules A and B hereto) and 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. Borrower represents and warrants that Exhibits A and B attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

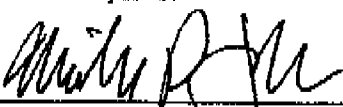
[Signature page follows.]

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.

BORROWER:

Address of Borrower:
4619 N. Ravenswood Avenue
Suite 304
Chicago IL 60640

SPORTVISION, INC.

By: 

Name: Michael P. Jakob

Title: CFO/COO

LENDER:

Address of Lender:
2400 Sand Hill Road
Suite 201
Menlo Park CA 94025

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: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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.

BORROWER:

Address of Borrower:
4619 N. Ravenswood Avenue
Suite 304
Chicago IL 60640

SPORTVISION, INC.

By: _____

Name: _____

Title: _____

LENDER:

Address of Lender:
2400 Sand Hill Road
Suite 201
Menlo Park CA 94025

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:  _____

Name: William A. Schell

Title: Member

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Patents

Issued Borrower Patents	Registration Number
SYSTEM FOR DETERMINING THE POSITION OF AN OBJECT	6,133,946
BLENDING A GRAPHIC	6,229,550
A SYSTEM FOR ENHANCING A VIDEO PRESENTATION OF A LIVE EVENT (also foreign filing in Europe)	6,266,100
SYSTEM FOR ENHANCING A VIDEO PRESENTATION OF A LIVE EVENT	6,597,406
SYSTEM FOR DETERMINING INFORMATION ABOUT MOVING OBJECTS	6,304,665
ENHANCING A VIDEO OF AN EVENT AT A REMOTE LOCATION USING DATA ACQUIRED AT THE EVENT	6,466,275
SYSTEM FOR DETERMINING INFORMATION ABOUT A GOLF CLUB AND/OR A GOLF BALL	6,456,232
LOCATING AN OBJECT USING GPS WITH ADDITIONAL DATA	6,657,584
TRACK MODEL CONSTRAINT FOR GPS POSITION (also foreign filings in Canada and Europe)	6,728,637
SYSTEM FOR DETERMINING SPEED AND/OR TIMING AT A LIVE EVENT	6,292,130
MEASURING CAMERA ATTITUDE	6,965,397
VIDEO COMPOSITOR	6,909,438
ENHANCING VIDEO USING A VIRTUAL SURFACE	6,864,886

GPS BACKED TRACKING SYSTEM (also foreign
filing in Europe)

6,744,403

Pending Borrower Patent Applications

Application Number

TELESTRATOR

09/425,992

FOREGROUND DETECTION

09/929,598

VIRTUAL STRIKE ZONE

10/331,117

SYSTEM AND METHOD FOR EVENT DRIVEN
PROGRAMMING

10/034,129

MEASUREMENTS USING A SINGLE IMAGE

11/172,340

TELESTRATOR (CONTINUATION APPLICATION)

11/297,036

Patents Licensed to Borrower from FOX Sports

Registration Number

ELECTROMAGNETIC TRANSMITTING HOCKEY
PUCK

5,564,698

SYSTEM FOR ENHANCING THE TELEVISION
PRESENTATION OF AN OBJECT AT A SPORTING
EVENT (also foreign filings in Europe, Hong Kong, and
Mexico)

5,912,700

SYSTEM FOR RE-REGISTERING A SENSOR
DURING A LIVE EVENT (also foreign filing in Europe)

5,862,517

SYSTEM FOR DISPLAYING AN OBJECT THAT IS
NOT VISIBLE TO A CAMERA (also foreign filing in
Europe)

5,953,077

METHOD AND APPARATUS FOR ENHANCING THE
BROADCAST OF A LIVE EVENT

5,917,553

A SYSTEM FOR ENHANCING THE BROADCAST OF
A LIVE EVENT

5,917,553

A SYSTEM FOR ENHANCING THE TELEVISION
PRESENTATION OF AN OBJECT AT A SPORTING
EVENT

6,154,250

A SYSTEM FOR ENHANCING A VIDEO
PRESENTATION 6,252,632

METHOD AND APPARATUS FOR ENHANCING THE
BROADCAST OF A LIVE EVENT 6,141,060

**Patent Applications Licensed to Borrower From FOX
Sports Application Number**

A SYSTEM FOR ENHANCING THE TELEVISION
PRESENTATION OF AN OBJECT AT A SPORTING
EVENT 09/611,186

METHOD AND APPARATUS FOR ENHANCING THE
BROADCAST OF A LIVE EVENT 09/844,524

EXHIBIT B

Trademarks

Issued Borrower Trademarks	Registration Number
AIRF/X	2,308,438
SPORTVISION	2,158,157
SporTVision	2,436,087
1st & 10	2,527,898
TEE VELOCITY	2,628,780
VIRTUAL CADDY	2,680,454
IGNITE SPORTS MEDIA	2,443,831
SPORTVISION	2,835,768
Trademarks Issued to Coach's Edge, Inc.	Registration Number
KNOW THE GAME	2,387,516
EDGEXPERIENCE	2,403,696
MOVING AT THE SPEED OF SPORT	2,415,665

Exhibit B