

08-01-2006

FORM PTO-1594  
(Rev. 07/05)  
OMB No. 0651-0027 (exp. 06/30/2008)



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

103284298

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):**  
Silicon Valley Bank  
3003 Tasman Dr. HF-154  
Santa Clara, CA 95054

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

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

**2. Name and address of receiving party(ies):**  
Additional name(s) of conveying parties attached?  Yes  No

Name: **Loudeye Corp**  
Internal Address  
Street Address: 1130 Rainier Ave S  
City: **Seattle**  
State: **WA**  
Country: **USA**  
Zip: **98144**

Association Citizenship  
 General Partnership Citizenship  
 Limited Partnership Citizenship  
 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)

OFFICE OF PUBLIC RECORDS  
2007 JUL 23 PM 2:45  
FINANCE SECTION

**3. Nature of conveyance/ Execution Date(s):**  
Execution Date(s): 05/26/2006

Assignment  Merger  
 Security Agreement  Change of Name  
 Other: **RELEASE**

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

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
75/874,003 78/267,199	2,474,918 2,623,938
76/125,108 78/267,205	2,528,684 2,623,939
76/232,031	2,491,937 2,630,751
76/371,715	2,586,151 2,639,504
78/267,197	2,651,155 2,883,552

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

Additional sheets attached?  Yes  No

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

Name: **Silicon Valley Bank**  
Internal Address: **Loan Collateral HF154**  
Street Address: **3003 Tasman Dr.**  
City: **Santa Clara** State: **CA** ZIP: **95054**  
Phone Number: **(408) 654-4042**  
Fax Number: **(408) 654-6313**  
Email Address: **ldc@svbank.com**

**6. Total number of applications and registrations involved: 17**

**7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 440.00**  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**  
a. Credit Card Last 4 Numbers: **75874003**  
Expiration Date: **5/26/06**  
b. Deposit Account Number: **00000030**  
Authorized User Name: **FCB**

40.00 DP  
400.00 DP

**9. Signature.** Lana Lowe Signature 5/26/06 Date

Lana Lowe  
Name of Person Signing

Total number of pages including cover sheet, attachments and document: 14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-8400, or mailed to:

TRADEMARK  
REEL: 003371 FRAME: 0984

7.28.06

**RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Loudeye Corporation** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, June 27, 2003 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on August 29, 2003, Reel 2815, Frame 0262.

Dated: May 26, 2006

SILICON VALLEY BANK

By: *Maribel Higareda*  
Name: **Maribel Higareda**  
Title: Operations Supervisor

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**IP Agreement**”) is made as of the Effective Date, by and between Loudeye Corp., a Delaware corporation (“**Grantor**”), and Silicon Valley Bank, a California banking corporation (“**Bank**”).

## RECITALS

A. Bank will make advances to Grantor (“**Advances**”) as described in the Accounts Receivable Financing Agreement (the “**Financing Agreement**”), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works. Defined terms used but not defined herein shall have the same meanings as in the Financing Agreement.

B. Pursuant to the terms of the Financing 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 Grantor’s Indebtedness under the Financing Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor’s present or future Indebtedness, obligations and liabilities to Bank, Grantor hereby grants a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Bank of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Bank in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual

Property Collateral, in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Financing Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, and any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months; provided, however, nothing herein shall entitle Bank access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Bank or otherwise, from time to time in Bank's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

- (a) An Event of Default occurs under the Financing Agreement; or
- (b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Grantor all deeds, assignments, and other instruments as may be reasonably necessary or proper to reinvest in Grantor title to the property to the extent assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP 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.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Grantor and Bank consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

16. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Bank, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreement in favor of Grantor and have delivered a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Bank.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

**Address of Grantor:**

1130 Rainier Avenue South,  
Seattle, WA 98144

**GRANTOR:**

**Loudeye Corp.,**  
a Delaware corporation

By: 

Name: \_\_\_\_\_

Jerold J. Gorde

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

VP, CFO

**EXHIBIT "A"**

**COPYRIGHTS**

SCHEDULE A – ISSUED COPYRIGHTS (all claimed under the name Loudeye Technologies, Inc.)

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
Loudeye media syndicator: distributor client source code sample (Computer program)	TX-5-361-889	October 27, 2000
Loudeye Mediasyndicator: distributor server source code sample (Computer program)	TX-5-361-890	October 27, 2000
Loudeye Mediasyndicator: affiliate server source code sample (Computer program)	TX-5-361-891	October 27, 2000
Loudeye Mediasyndicator: affiliate server source code sample (Computer program)	TX-5-361-892	October 27, 2000

SCHEDULE B – PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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SCHEDULE C – UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM GRANTOR)</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF GRANTOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR)</u>
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**EXHIBIT "B"**

<u>PATENT DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>PATENTS</u>		<u>FILING DATE</u>	<u>STATUS</u>
		<u>COUNTRY</u>	<u>SERIAL NO.</u>		
System and Method for Selective Insertion of Content into Streaming Media	LET-101	US	10/047,511	10/19/01	Awaiting 1 <sup>st</sup> OA
System for Automated Comprehensive Remote Servicing for Media Information	LET-103-R2	US	09/502,627	02/11/00	Final Rejection Mailed 04/01/03
Digital Remote Recorder	LET-103-R1	US	09/502,377	02/11/00	Awaiting 1 <sup>st</sup> OA
Voice to Email System	LET-103-R4	US	09/502,161	02/11/00	Awaiting 1 <sup>st</sup> OA
Distributed Production System For Digitally Encoded Information	LET-103-R6	US	09/499,961	02/08/00	Awaiting 1 <sup>st</sup> OA
Methods and System for Dynamically Serving In-Stream Advertisements	LET-107	US	09/955,750	09/18/01	Awaiting 1 <sup>st</sup> OA
Personal Digital Content System	LET-108	US	Reg No. 6,338,044	03/17/99	Issued
Personal Digital Content System	LET-108-D1	US	09/976,507	10/12/01	Awaiting 1 <sup>st</sup> OA
System and Method for Providing Music Samples On-Line in Response to Searches on an Internet Search Engine	LET-109P	PROVISIONAL US	60/422,851	11/01/02	Provisional
Systems and Methods for Enhancing Streaming Media	LET-110-US	US	10/252,400	09/24/02	Awaiting 1 <sup>st</sup> OA
Systems and Methods for Enhancing Streaming Media	LET-110-PCT	PCT	US02/30069	09/24/02	Pending
System for Accessing, Distributing And Maintaining Video Contents Over Public and Private Internet Protocol Networks	LET-111-US	US	09/588,827	06/07/00	Awaiting 1 <sup>st</sup> OA
System for Accessing, Distributing And Maintaining Video Contents Over Public and Private Internet Protocol Networks	LET-111-PCT	PCT	Unknown	08/08/00	Possible Pending Australian Application

**EXHIBIT "C"****TRADEMARKS**

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
LOUDEYE	Brazil	822299615	--	Awaiting Action
LOUDEYE	Brazil	822299623	--	Awaiting Action
LOUDEYE	Brazil	822299631	--	Awaiting Action
LOUDEYE	Italy	MI2000C 005012--		Awaiting Action
LOUDEYE and Design	US	76/371,714	--	Examiner's Amendment should be issued prior to 06/27/03 allowing app.
LOUDEYE and Design	US	76/371,715	--	Published for Opposition
LOUDEYE	US	75/874,003	--	Notice of Allowance issued 07/10/01; Statement of Use or 4 <sup>th</sup> Request for an Ext of Time to File an SOU due on 07/10/03.
UNLEASHED BY LOUDEYE	US	76/125,108	--	Notice of Allowance issued Dec. 10, 2002; Request for an Ext of Time to File a Statement of Use filed 06/10/03.
LOUDEYE	Argentina	--	1,833,483	Renewal due 06/15/11.
LOUDEYE	Benelux	--	679042	Renewal due 06/16/10.
TEN TV and Design	EC	--	841031	Renewal due 06/01/08.
TENTV.COM	EC	--	001459585	Renewal due 01/12/10.
VIDEOMINING	EC	--	001431709	Renewal due 12/20/09.
LOUDEYE	France	--	3021708	Renewal due 04/14/10.
LOUDEYE	Germany	--	39982511	Renewal due 12/31/09.
LOUDEYE	Japan	--	4589908	Renewal due 07/26/12.
LOUDEYE	Sweden	--	343 545	Renewal due 12/22/10.
LOUDEYE	UK	--	2218229	Renewal due 12/23/09.

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
LOUDEYE	US	--	2,586,151	Sections 8 & 15 Decl. due between 06/25/07 and 06/25/08.
LOUDEYE MEDIA FRAMEWORK	US	78/267197	--	Not yet assigned to Examining Attorney
LOUDEYE MEDIA SYNDICATOR	US	--	2,651,155	Sections 8 & 15 Decl. due between 11/19/07 and 11/19/08.
LMF	US	78/267199	--	Not yet assigned to Examining Attorney
MEDIA SYNDICATOR	US	--	2,528,684	Sections 8 & 15 Decl. due between 01/08/07 and 01/08/08.
QUICKCLIPS	US	78/267205	--	Not yet assigned to Examining Attorney
STREAMPIPE	US	--	2,630,751	Sections 8 & 15 Decl. due between 10/08/07 and 10/08/08.
VIDIPAX	US	--	2,639,504	Sections 8 & 15 Decl. due between 10/22/07 and 10/22/08.
ACTIVEBROADCAST (owned by Activate.net Corp.)	Australia	--	Unknown	Accepted for reg 03/22/02
ACTIVATE (owned by Activate.net Corp.)	Brazil	Unknown	--	Awaiting OA
ACTIVEAUDIO (owned by Activate.net Corp.)	CTM	Unknown	--	Awaiting OA
ACTIVEBROADCAST (owned by Activate.net Corp.)	CTM	Unknown	--	Awaiting OA
ACTIVECONFERENCE (owned by Activate.net Corp.)	CTM	Unknown	--	Awaiting OA
ACTIVATE (owned by Activate.net Corp.)	Hong Kong	Unknown	--	Response to OA due
ACTIVATE (owned by Activate.net Corp.)	Japan	Unknown	--	Awaiting action
ACTIVEAUDIO (owned by Activate.net Corp.)	Japan	Unknown	--	Awaiting action

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
ACTIVEBROADCAST (owned by Activate.net Corp.)	Japan	Unknown	--	Awaiting OA
ACTIVECONFERENCE (owned by Activate.net Corp.)	Japan	Unknown	--	Awaiting OA
ACTIVEAUDIO (owned by Activate.net Corp.)	New Zealand	Unknown	--	Response to OA due
ACTIVEBROADCAST (owned by Activate.net Corp.)	New Zealand	Unknown	--	Response to OA due
ACTIVATE (owned by Activate.net Corp.)	Norway	Unknown	--	Awaiting action
ACTIVEBROADCAST (owned by Activate.net Corp.)	US	76/232,031	--	Suspended
ACTIVECONFERENCE (owned by Activate.net Corp.)	US	--	2,623,938	Sections 8 and 15 Decl. due between 09/24/07 and 09/24/08
ACTIVATE (owned by Activate.net Corp.)	Australia	--	809095	Renewal due 10/04/09
ACTIVATE (owned by Activate.net Corp.)	Australia	--	879801	Renewal due 06/20/11
ACTIVATE (owned by Activate.net Corp.)	China	--	1571839	Renewal due 05/13/11
ACTIVATE (owned by Activate.net Corp.)	CTM	--	001343102	Renewal due 10/07/09
ACTIVATE (owned by Activate.net Corp.)	New Zealand	--	600177	Renewal due 04/09/06
ACTIVATE (owned by Activate.net Corp.)	South Korea	--	66246	Renewal due 02/07/11
ACTIVATE (owned by Activate.net Corp.)	Switzerland	--	477822	Renewal due 10/06/09
ACTIVATE (owned by Activate.net Corp.)	US	--	2,474,918	Sections 8 and 15 due between 08/07/06 and 08/07/07.
ACTIVEAUDIO (owned by Activate.net Corp.)	US	--	2,623,939	Sections 8 and 15 due between 09/24/07 and 09/24/08.

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated as of the Effective Date of the Financing Agreement.

**EXHIBIT "D"**  
**MASK WORKS**

<u>MASK WORK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
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