

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AFFIDAVIT OF FORECLOSURE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digital 5, Inc.		10/26/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Blue Chip IV Limited Partnership		
Street Address:	250 East Fifth Street		
Internal Address:	1100 Chiquita Center		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76495225	DIGITAL 5	
Serial Number:	76495226	STREAMRITE	
CORRESPONDENCE DATA			
Fax Number:	(513)381-0205		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	513-357-9406		
Email:	shelton@taftlaw.com		
Correspondent Name:	Sharon Shelton		
Address Line 1:	425 Walnut Street		
Address Line 2:	Suite 1800		
Address Line 4:	Cincinnati, OHIO 45202-3957		
ATTORNEY DOCKET NUMBER:	BCC15-GN009(TM)		
NAME OF SUBMITTER:	Sharon A. Shelton		

CH \$65.00 76495225

Signature:	/sas/
Date:	11/20/2006
Total Attachments: 11 source=W0830216#page1.tif source=W0830216#page2.tif source=W0830216#page3.tif source=W0830216#page4.tif source=W0830216#page5.tif source=W0830216#page6.tif source=W0830216#page7.tif source=W0830216#page8.tif source=W0830216#page9.tif source=W0830216#page10.tif source=W0830216#page11.tif	

AFFIDAVIT OF FORECLOSURE

The undersigned first being duly sworn, deposes and says:

1. Blue Chip IV Limited Partnership, an Ohio limited partnership having an address of 1100 Chiquita Center, 250 East Fifth Street, Cincinnati, Ohio 45202 (the "**Secured Party**") and Digital 5, Inc., a Delaware corporation having an address of 101 Grovers Mill Road, Suite 200, Lawrenceville, New Jersey 08648 (the "**Debtor**") are parties to that certain Security Agreement dated as of September 2, 2005 (the "**Security Agreement**"), pursuant to which Debtor granted to Secured Party a security interest in and to all of Debtor's personal property (the "**Collateral**"), including, without limitation, all of the general intangible and intellectual property assets of Debtor and the proceeds thereof, including, but not limited to, the patents, patent applications, trademarks, trademark applications, and related assets listed on Exhibit A attached hereto (the foregoing being referred to collectively herein as the "**Intellectual Property**").

2. The Security Agreement secured certain obligations of Debtor owed to Secured Party under a Note executed by Debtor in favor of Secured Party (the "**Note**"), the Security Agreement, and other documents executed in connection therewith (collectively, the "**Loan Documents**").

3. Debtor defaulted in the performance of its obligations under the Loan Documents.

4. Pursuant to the terms of the Loan Documents, in the event of a default of Debtor under the Loan Documents, Secured Party, as secured party under the Security Agreement and the other Loan Documents, has the right to exercise any and all rights of a secured party under the Uniform Commercial Code as adopted in the applicable jurisdiction (the "**UCC**") including, but not limited to, foreclosing on the Collateral subject to Secured Party's security interest, including the Intellectual Property, or accepting such Collateral, including the Intellectual Property, in full satisfaction of Debtor's obligations under the Loan Documents pursuant to Sections 9-620 through 9-622 of the UCC.

5. Pursuant to Section 9-620 of the UCC, Secured Party provided notice to Debtor and certain of its creditors (the "**Notice**") that Secured Party proposed to accept the Collateral, including the Intellectual Property, in full satisfaction of Debtor's obligations to Secured Party under the Loan Documents.

6. Secured Party did not receive any written notification of an objection to the proposal in the Notice from Debtor or any other party entitled to object under the UCC.

7. Therefore, effective as of October 26, 2006, and as set forth more fully in the Notice, attached hereto as Exhibit B, Secured Party became the owner of all right, title, and interest in the Collateral, including the Intellectual Property, by operation of applicable state law, pursuant to, without limitation, Sections 9-620 and 9-622 of the UCC.

IN WITNESS WHEREOF, the Secured Party has executed this Affidavit of Foreclosure, effective as of the 15th day of November, 2006.

BLUE CHIP IV LIMITED PARTNERSHIP

By: *Tim Schigel*

Name: *Tim Schigel*

Title: *Director*

STATE OF *OHIO*)
) SS
COUNTY OF *HAMILTON*)

The foregoing instrument was acknowledged before me this *15th* day of *NOVEMBER*, 2006, by *TIM SCHIGEL*, the *DIRECTOR* of Blue Chip IV Limited Partnership, an Ohio limited partnership, on behalf of the limited partnership.

Sharon Gillespie
Notary Public



SHARON GILLESPIE
Notary Public, State of Ohio
My Commission Expires 03-15-10

EXHIBIT A

(1) All right, title, and interest of Digital 5, Inc. in and to any and all of the following (collectively, the “**Patent Rights**”): (a) the provisional patent applications, patent applications and patents listed in the table below (the “**Patents**”); (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that directly or indirectly incorporate by reference the Patents or are directly or indirectly incorporated by reference by the Patents; (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b); (d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances; (e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like; (f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries; (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding; (h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current, and future infringement; and (i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
09/678,535	US		System for mounting a hard drive in a portable device
09/923,593	US		Plug and play architecture for integrating the functionality of electronic devices
09/953,082 60/232,534	US		System for peer-to-peer license rights, data and payment transfer

{W0830033.1}/LEGAL12269875.1

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
09/953,735 60/232,796	US		Video, audio and data on demand
10/199,427 60/355,093	US		Distributed Audio/Video recording and playback system employing personal computer disk
10/218,250 60/315,320	US		Wireless controller for consumer products
10/235,366 60/317,274	US		Synchronization using multicasting
10/278,122 60/345,356 60/387,059	US		Cordless Phone with IP services
10/313,688 60/352,816	US		Advanced Navigation method for music players and video players
10/357,244	US		Distributed Audio/Video playback system employing personal computer disk and recorded media player
10/428,347 60/377,455	US		Distributed database for Home Entertainment
10/455,277 60/382,062	US		Active client buffer management method, system and apparatus
10/647,638 60/405,545	US		Networked thin client with data/memory interface
10/676,620 60/415,110	US		RDS FM Transmitter for Car Applications
10/775,798	US		Adaptive transcoding for

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
60/446,187			RTP/RTSP video and transport in LAN's
10/868,110	US		Peer-to-Peer Network Content Object Information Caching
10/940,940 60/483,043	US	09/14/2004	System and method for varying the scheduling of real time protocol (RTP) packets Maksim Azarov
10/949,963	US	09/24/2004	Method and system for authorizing client devices to receive secured data streams Randy Langer
6,694,200	US	11/16/1999	Hard disk based portable device Ari B. Naim
09/677,887	US		Hard disk based portable device Ari B. Naim
AU20000042304	AU	04/12/2000	Hard disk based portable device Ari B. Naim
6,779,115	US	02/18/2000	Portable device using a smart card to receive and decrypt digital data Ari B. Naim
60/343,688	US		Car CD/MP3/Radio Player Feature Set
PCT/US00/09667	[]		Portable Audio Playback Unit
60/129003	US		Portable Audio Player
60/134989 09/409531	US		Portable Audio Playback Unit

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
60/506707	US		Multimedia secure streaming server

(2) All of Digital 5, Inc.'s entire worldwide right, title, and interest in and to all domestic and foreign registrations and applications for registration of the trademarks, service marks, trade dress, and trade names included in the Intellectual Property, all domestic and foreign unregistered trademarks, service marks, trade dress, and trade names included in the Intellectual Property, all renewals and extensions of any of the foregoing, the right to recover for past infringement of any of the foregoing, the entire goodwill of the business associated with the foregoing, and all licenses related to any of the foregoing (including the right to recover for any prior breach thereof).

DIGITAL 5, U.S. Application Serial No. 76/495,225
STREAMRITE, U.S. Application Serial No. 76/495,226

EXHIBIT B

See attached.

October 5, 2006

**NOTICE OF PROPOSAL TO ACCEPT COLLATERAL
IN SATISFACTION OF SECURED DEBT**

TO:

Digital 5, Inc.
101 Grovers Mill Road, Suite 200
Lawrenceville, NJ 08648
Attn: President

DLA Piper Rudnick
Gray Cary, LLP
6225 Smith Avenue
Baltimore, MD 21209-3600
Attn: Matthew Gorra

Philips Consumer Electronics
c/o Garth Bray, Esq.
Sullivan Cromwell
1 New Fetter Lane
London, EC4A 1AN
England

Philips Venture Capital Fund, B.V.
P.O. Box 77900
Amsterdam, NL 1070MX

Dell Financial Services
2500-A Wadley Place
Austin, TX 78728

Dell Financial Services, L.P.
12234 N. I-H 35 Building B
Austin, TX 78728

AllSteel Leasing Corporation
P.O. Box 609
Cedar Rapids, IA 52406

Sycom Technologies, Inc.
1239 Parkway Avenue, Suite 100
Ewing, NY 08628

Michael Jones
Woodcock Washburn
One Liberty Place, 46th Floor
1650 Market Street
Philadelphia, PA 19103

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10/05/06 THU 15:21 [TX/RX NO 8988]

**TRADEMARK
REEL: 003431 FRAME: 0406**

Kenneth Nigon
Ratner & Prestia
One Westlakes, Berwyn, Suite 301
P.O. Box 980
Valley Forge, PA 19482

FROM: Blue Chip IV Limited Partnership
1100 Chiquita Center, 250 E. Fifth Street
Cincinnati, Ohio 45202

NAME OF DEBTOR: Digital 5, Inc.
101 Grovers Mill Road
Suite 200
Lawrenceville, NJ 08648

This will notify you that debtor, Digital 5, Inc. ("Debtor"), executed and delivered to Blue Chip IV Limited Partnership ("Blue Chip"), a security agreement, dated September 2, 2005 (the "Security Agreement"), to secure obligations that Debtor owes to Blue Chip; that the Security Agreement grants to Blue Chip, security interests in the Debtor's personal property (collectively, the "Collateral"), including without limitation, its interests in any accounts, contract rights, general intangibles, equipment, fixtures, inventory, patents, patent applications, copyrights and copyright applications, trademarks and trademark applications and other intellectual property which includes, without limitation, the intellectual property described in Exhibit A attached hereto; and that Debtor has defaulted in the terms of a certain Note which Debtor executed in favor of Blue Chip, the Security Agreement and other documents; and that the amount now due and owing from the Debtor to Blue Chip is \$1.6 million, plus accrued interest and attorneys' fees.

Accordingly, pursuant to UCC §9-620, this shall serve as formal notice that, on condition that the Collateral, which is not in Blue Chip's possession at this time has been and will continue to be preserved and maintained through the date that the Debtor transfers possession of the Collateral to Blue Chip, Blue Chip proposes to accept the Collateral in full satisfaction of its debt (the "Proposal") effective on the later of (i) the date that the Debtor

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consents to such acceptance on the terms set forth herein or, (ii) October 26, 2006 (the "Effective Date"). Blue Chip's Proposal shall become effective on the Effective Date unless, on or before the Effective Date, Blue Chip receives written notification of objection to the Proposal from the Debtor or one of the other parties entitled, pursuant to applicable provisions of the Delaware Uniform Commercial Code to make such objection. Any such written objection by the Debtor or any other party entitled to make such objection must be (i) authenticated by the party making the objection and (ii) sent to and received by Blue Chip's counsel, Taft, Stettinius & Hollister LLP, 425 Walnut Street, Suite 1800, Cincinnati, Ohio 45202, attn: Richard L. Ferrell, such that it is received **no later than October 26, 2006**.

Pursuant to UCC §9-622, Blue Chip's acceptance of its Collateral in full satisfaction of its debt on the Effective Date pursuant to the Proposal: (i) discharges the Debtor's obligation to Blue Chip, (ii) transfers to Blue Chip all of the Debtor's rights in the Collateral, (iii) discharges any other subordinate security interests in or liens upon the Collateral by any other parties, and (iv) terminates any other subordinate interests in the Collateral.

Blue Chip reserves the right to amend or cancel this Proposal or to waive any terms or conditions set forth herein at any time or from time to time. Debtor is requested to execute and return to Blue Chip's counsel the written consent below to Blue Chip's Proposal set forth herein No later than October 26, 2006 to acknowledge Debtor's consent to the Proposal.

Blue Chip IV Limited Partnership

By: Blue Chip Venture Company, Ltd.

Its: General Partner

By: 
Timothy Schigel

DEBTOR'S AUTHENTICATED CONSENT TO PROPOSAL

Digital 5, Inc. by and through _____, its _____
with full power and authority to consent to the Proposal made by Blue Chip set forth above,
hereby consents to Blue Chip's Proposal on the terms and conditions set forth therein.

Sworn to and subscribed before me in my presence this ____ day of _____,
2006.

Notary Public
My Commission Expires:

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