

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
GALLERYPLAYER, INC.		01/26/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2420 Sand Hill Road
Internal Address:	Suite 101
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2934815	GALLERYPLAYER
Registration Number:	3062899	BEON MEDIA

CORRESPONDENCE DATA

Fax Number: (650)833-2001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6508332079

Email: susan.pingue@dlapiper.com

Correspondent Name: Ronald L. Yin

Address Line 1: DLA Piper US LLP

Address Line 2: 2000 University Avenue

Address Line 4: East Palo Alto, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER:

361496-20

NAME OF SUBMITTER:

Ronald L. Yin

900067982

TRADEMARK
REEL: 003470 FRAME: 0360

CH \$65.00 2934815

Signature:	/Ronald L. Yin/
Date:	01/29/2007
Total Attachments: 4 source=GalleryPlayerAgreement#page1.tif source=GalleryPlayerAgreement#page2.tif source=GalleryPlayerAgreement#page3.tif source=GalleryPlayerAgreement#page4.tif	



PLAIN ENGLISH COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS

This is a Plain English Collateral Grant of Security Interest of Patents and Trademarks dated January 26, 2007 by and between TriplePoint Capital LLC, a Delaware company and GalleryPlayer, Inc., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is GalleryPlayer, Inc., and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and GalleryPlayer, Inc.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated January 26, 2007 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for patents or trademarks.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Patent and Trademark Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof; and
- ⇒ all Proceeds.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. The Loan Agreement is incorporated by reference in this Agreement as though set forth in full and all the capitalized words and other terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. AUTHORIZATION

You authorize and request that the Commissioner of Patents and Trademarks record this Agreement and the interests granted in this Agreement.

4. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Patent and Trademark Collateral. If

We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights; provided that You are not required to indemnify Us for any matter resulting from Our gross negligence or willful misconduct.

5. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect or give priority to Our lien on the Patent and Trademark Collateral. You will from time to time obtain any instruments or documents as we may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us. In addition, and for such purposes only, You hereby authorize Us to execute and deliver on Your behalf and to file such financing statements, assignments, notices, control agreements, security agreements and other documents without your signature either in Our name or in Our name as agent and attorney-in-fact for You. The Parties agree that a carbon, facsimile, photographic or other reproduction of this Agreement shall be sufficient as a financing statement and may be filed in any appropriate office in lieu thereof.

6. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties.

7. BINDING EFFECT

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

8. GOVERNING LAW

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: GALLERYPLAYER, INC.
Signature: Ken D Axon
Print Name: Ken D Axon
Title: CEO

SCHEDULE A

To Collateral Grant of Security Interest in Patents and Trademarks Between GalleryPlayer, Inc., as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
Method and System for Specifying a Pan Path	ISSUED 5/23/06	7,050,072
Method and System for Specifying Pan Speed	ISSUED 1/17/06	6,987,522
Method and System for Specifying Zoom Speed	ISSUED 1/24/06	6,989,848
Method and System for Specifying Zoom Size	ISSUED 10/18/05	6,956,589

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Method and System for Distributing Images to Client Systems (Distribution via Internet or CD)	PENDING 9/29/03	10/675,925
Method and System for Distributing Images to Client Systems (Distribution of Images)	PENDING 11/5/03	10/702,105
Method and System for Distributing Images to Client Systems (Communications Protocol)	PENDING 11/5/03	10/702,106
Method and System for Displaying Multiple Aspect Ratios of a Viewport	PENDING 11/7/03	10/704,211
Method and System for Specifying Color of Fill Area	PENDING 11/7/03	10/703,407
Method and System for Generating Image Display Plans	ABANDONED 11/7/03	10/704,378
Method and System for Restricting The Display of Images	PENDING 6/9/04	10/864,710
Method and System for Securely Distributing Content	PENDING 6/15/04	10/868,586
Method and System for Displaying Image Information	PENDING 5/28/04	10/858,860
Method and System for Displaying Image Information (National Filings in EU, India, Japan)	PENDING 5/27/05	5760505.7

PATENT LICENSES

Name	Licensor	Licensee	Patent Number
None.			

Coll.Grant.Patents.TMS (GalleryPlayer)

SCHEDULE B

**To Collateral Grant of Security Interest in Patents and Trademarks
Between GalleryPlayer, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
GalleryPlayer	3/22/05	2,934,815	Issued/Registered
Beon Media	2/28/06	3,062,899	Issued/Registered

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
Digital Home Gallery	8/31/2004	78/476,639	Abandoned

TRADEMARK LICENSES

Name	Licensor	Licensee	Number
None.			