

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
EG TECHNOLOGY, INC.		02/26/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054-1191
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	77003048	HEMI
Serial Number:	77085873	EGT VIPR
Serial Number:	78667738	ALTO
Serial Number:	78667800	EGT ALTO
Serial Number:	78668406	EGT PRESTO
Serial Number:	78668566	ENCORE
Serial Number:	78668725	EGT ENCORE
Serial Number:	78668840	EGT QUARTET
Serial Number:	78669141	QUARTET
Serial Number:	78698736	EGT CHORUS
Serial Number:	78714930	ORCHESTRA
Serial Number:	78715647	PRELUDE
Serial Number:	78718074	EGT PRELUDE

CORRESPONDENCE DATA

900071664

**TRADEMARK
 REEL: 003499 FRAME: 0187**

OP \$340.00 77003048

Fax Number: (404)962-6828
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4048853696
Email: hunter.yancey@troutmansanders.com
Correspondent Name: JAMES HUNT YANCEY, JR.
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET, Suite 5200
Address Line 4: ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	220763.617 SEC AGMT
NAME OF SUBMITTER:	JAMES HUNT YANCEY, JR.
Signature:	/jameshuntyanceyjr53809/
Date:	03/14/2007

Total Attachments: 8

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement is executed as of February 26, 2007 and effective as of January 31, 2007, by and between SILICON VALLEY BANK ("Bank") and EG TECHNOLOGY, INC. ("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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated on or about March 15, 2006 (as the same has been, and may be further, amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement), and previously granted a security interest in its intellectual property as security for its obligations under the Loan Agreement. Bank is willing to renew the Loan Agreement and to continue to make Loans to Grantor thereunder, but only upon the condition, among others, that Grantor shall enter into this Amended and Restated Intellectual Property Security Agreement and grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor previously 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.

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 Amended and Restated 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.

This Amended and Restated Intellectual Property Security Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement dated June 10, 2004. This agreement is not a novation.

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

Address of Grantor:

75 5th Street, NW
Suite 410
Atlanta, Georgia 30308

Attn: Sue Davis

GRANTOR:

EG TECHNOLOGY, INC.

By: JR Knight

Title: President

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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

Address of Grantor:

75 5th Street, NW
Suite 410
Atlanta, Georgia 30308

Attn: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Loan Collateral Division

GRANTOR:

EG TECHNOLOGY, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: [Signature]

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
COMMUNICATION SYSTEM AND TECHNIQUES FOR TRANSMISSION FROM SOURCE TO DESTINATION	10/254,978 (2003-0067877)	09-26-2002
Communication system and techniques for transmission from source to destination	11/074,666 (2005-0152397)	03-09-2005
Communication system and techniques for transmission from source to destination	PCT/US2006/008529	03-09-2006
System and method of quality of service signaling between client and server devices	10/254,685 (2003-0069963)	09-26-2002
Video compression using adaptive selection of groups of frames, adaptive bit allocation, and adaptive replenishment	09/902,976	07/11/2001
System and method for calculating an optimum display size for a visual object	09/902,995	07/11/2001
Efficient compression and transport of video over a network	10/609,539	07/01/2003
Decentralized method for generating an MPEG-2 multiprogram transport stream	11/260,529 (2006-0088052)	10-27-2005
Decentralized method for generating an MPEG-2 multiprogram transport stream	PCT/US2005/38872	10-27-2005
Network architecture for real time delivery of video over lossy networks from remote locations	11/260,707 (2006-0088063)	10-27-2005
Network architecture for real time delivery of video over lossy networks from remote locations	PCT/US2005/38927	10-27-2005
Optimal rate allocation for a group of channels	11/260,451 (2006-0215760)	10-27-2005
Optimal rate allocation for a group of channels	PCT/US2005/38882	10-27-2005
Model based rate control for predictive video encoder	11/074,661 (2006-0203907)	03-09-2005
Model based rate control for predictive video encoder	PCT/US2006/008755	03-09-2006
Method And System For Signal Insertion	11/460,543	7-27-2006

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
	(Not Published)	
Method And System For Signal Insertion	PCT/US2006/029333	7-28-2006
ADAPTIVE EDGE DETECTION AND ENHANCEMENT FOR IMAGE PROCESSING	7,155,067	12-26-2006
Methods and Systems For Rate-Distortion Optimized Quantization of Transformed Blocks in Block Transform Video Coding	60/864,504	11/6/2006
Methods and Systems For Transport Stream Quad Byte Alignment	60/826,690	9/23/2006
Methods and Systems For Transport Stream Based Correction	60/826,696	9/22/2006
Signal processing system	10/706,395 (2004-0095997)	11-12-2003
VIDEO ENHANCEMENT USING MULTIPLE FRAME TECHNIQUES	10/133,135 (2003-0016884)	11-12-2003
SYSTEM AND METHOD FOR OBJECT-ORIENTED VIDEO PROCESSING	6,882,686	04/19/2005

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Status</u>	<u>Registration/ Serial Number</u>	<u>Application Date</u>
HEMI	Application Pending	<u>77/003,048</u>	.
EGT VIPR	Application Pending	<u>77/085,873</u>	
ALTO	Application Pending	<u>78/667,738</u>	
EGT ALTO	Application Pending	<u>78/667,800</u>	
EGT PRESTO	Application Pending	<u>78/668,406</u>	
ENCORE	Application Pending	<u>78/668,566</u>	
EGT ENCORE	Application Pending	<u>78/668,725</u>	
EGT QUARTET	Application Pending	<u>78/668,840</u>	
QUARTET	Application Pending	<u>78/669,141</u>	
EGT CHORUS	Application Pending	<u>78/698,736</u>	
ORCHESTRA	Application Pending	<u>78/714,930</u>	
PRELUDE	Application Pending	<u>78/715,647</u>	
EGT PRELUDE	Application Pending	<u>78/718,074</u>	

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.