

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
Inlet Technologies, Inc.		10/10/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Capitol Broadcasting Company, Inc.
Street Address:	2619 Western Boulevard
Internal Address:	Box 12000
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27605
Entity Type:	CORPORATION: NORTH CAROLINA

Name:	Core Capital Parners II-S, L.P.
Street Address:	1401 I Street, NW
Internal Address:	10th Floor
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20005
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Core Capital Partners Fund II, L.P.
Street Address:	1401 I Street, NW
Internal Address:	10th Floor
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20005
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Technology Venture Partners, L.P.
Street Address:	8500 Normandale Lake Boulevard

CH \$90.00 3138164

Internal Address:	Suite 2170
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55437
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	TVP Affiliates Fund, L.P.
Street Address:	8500 Normandale Lake Boulevard
Internal Address:	Suite 2170
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55437
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	TDFundII, L.P.
Street Address:	1850 K Street, NW
Internal Address:	Suite 1075
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Douglas Family Limited Partnership
Street Address:	63 W. Wieuca Road NE, Unit 1
Internal Address:	c/o Wayne Douglas
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30342
Entity Type:	LIMITED PARTNERSHIP: GEORGIA

Name:	Ronald C. Duff
Street Address:	259 Marlborough Street
Internal Address:	Apt. #7
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Peter Cresse
Street Address:	2904 Jessica Court

City:	Vienna
State/Country:	VIRGINIA
Postal Code:	22181
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3138164	FATHOM
Serial Number:	78960576	SEMAPHORE
Serial Number:	77220566	INLET TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: (919)829-9696
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9198299600
Email: rwhitmeyer@hutchlaw.com
Correspondent Name: Randall M. Whitmeyer
Address Line 1: 5410 Trinity Road
Address Line 2: Suite 400
Address Line 4: Raleigh, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER:	ILT.21000
NAME OF SUBMITTER:	Randall M. Whitmeyer
Signature:	/rmw/
Date:	10/26/2007

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "*Agreement*"), dated as of October 10, 2007, is hereby entered into by and among Inlet Technologies, Inc., a Delaware corporation (the "*Borrower*") and the purchasers set forth on Exhibit A to that certain Note and Warrant Purchase Agreement dated as of even date herewith (the "*Purchase Agreement*") (each, a "*Lender*" and sometimes collectively referred to herein as the "*Lenders*"). Capitalized terms used but not otherwise defined herein shall have such meanings assigned to them in the Purchase Agreement.

RECITALS:

WHEREAS, the Lenders will make loans to Borrower (collectively, the "*Loan*"), which Loan shall be evidenced by Convertible Subordinated Secured Promissory Notes (the "*Notes*") issued on or after the date hereof pursuant to the Purchase Agreement between the Lenders and the Borrower, but only if Borrower grants the Lenders a security interest in its copyrights, trademarks and patents and other collateral described in that certain Security Agreement between Borrower and the Lenders (the "*Collateral*"), executed in connection with the Loan and dated as of the date hereof (the "*Security Agreement*"); and

WHEREAS, Borrower has granted the Lenders a security interest in its presently existing or later acquired Collateral;

NOW, THEREFORE, for good and otherwise valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Secured Obligations. This Agreement is given to secure the due and punctual payment of the principal of and interest on the Notes issued pursuant to the Purchase Agreement and the due and punctual performance of all other obligations under the Loan Documents (as defined in the Security Agreement) now existing and hereafter arising, including future advances (and additional Notes issued pursuant to the Purchase Agreement in respect thereof) made pursuant to the Purchase Agreement, together with any extensions and renewals of the foregoing obligations and reasonable attorneys' fees if collected by or through an attorney-at-law (collectively the "*Secured Obligations*"); provided, however, that "*Secured Obligations*" shall not include any obligations of Borrower to any Lender in its capacity, as a holder of any of Borrower's capital stock.

2. Security Interest. As security for the due and punctual payment and performance by Borrower of the Secured Obligations, Borrower hereby grants the Lenders a security interest (which shall be subject and subordinate to the Permitted Liens, as defined in the Security Agreement) in all right, title and interest in its Intellectual Property (as defined below). As used herein, the term "*Intellectual Property*" shall include:

a. All copyrights, trademarks, and patents of Borrower, including, without limitation, the copyrights, and patents, trademarks listed on Schedule A attached hereto, all

amendments, renewals, extensions relating thereto, and all licenses or other rights to use the foregoing and all license fees and royalties from such use;

b. Any trade secrets and any intellectual property rights in computer software and computer software products now or later existing, created, acquired or held by Borrower;

c. All design rights which may be available to Borrower now or later created, acquired or held by Borrower;

d. Any claims for damages (past, present or future) for infringement of any of the rights above, with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above; and

e. All proceeds and products of any of the foregoing, including any and all insurance, indemnity or warranty payments, license royalties, proceeds of infringement suits, the right to sue for past, present and future infringements rights throughout the world, and all re-issues, divisions continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing.

3. Term of Agreement. Borrower acknowledges and agrees that the number and amount of the Secured Obligations may fluctuate from time to time hereafter. Borrower expressly agrees that this Agreement and the security interest in the Intellectual Property conveyed to the Lenders hereunder shall remain valid and in full force and effect, notwithstanding any such fluctuations and future payments. This Agreement shall terminate, and each Lender shall release its security interest in the Intellectual Property, only upon the earlier to occur of (a) the payment in full by or on behalf of Borrower of all of the then outstanding amounts owed under the Notes issued pursuant to the Purchase Agreement and all other obligations of Borrower pursuant to any of the Loan Documents, or (b) the conversion of the full amounts then outstanding under the Notes into shares of the Company's capital stock pursuant to the terms of such Notes.

4. Security Agreement. This security interest is granted hereunder in conjunction with the security interest in the Collateral granted under the Security Agreement. The Lenders' rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Purchase Agreement, the Security Agreement and other documents related thereto, and are in addition to those available at law or in equity. The Lenders' rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Security Agreement. The Lenders' exercise of their rights, powers or remedies in this Agreement, the Purchase Agreement, the Security Agreement or any other documents related thereto does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

5. Amendment. This Agreement may be amended only in a writing signed by both Borrower and the Requisite Holders (as defined in the Purchase Agreement), and any amendment so effected shall be binding upon Borrower and each of the Lenders.

6. Survival of Representations and Warranties. All representations and warranties contained herein, made by, or furnished on behalf of Borrower in connection with this Agreement shall terminate as of the Termination Date.

7. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns; provided, however, Borrower shall have no right to assign its rights or obligations hereunder to any person or entity.

8. Further Assurances. Upon the request of the Requisite Holders, Borrower shall duly execute and deliver, at the cost and expense of Borrower, such further instruments as may be reasonably necessary or proper, in the reasonable judgment of the Requisite Holders to carry out the provisions and purposes of this Agreement or to perfect, protect and preserve the security interest of the Lenders in the Collateral or in any portion thereof.

9. Time of Essence. Time is of the essence in interpreting and performing this Agreement.

10. Amendment; Waiver. This Agreement may be amended only in a writing signed by both Borrower and the Requisite Holders, and any amendment so effected shall be binding upon each of the Lenders; provided, however, that any such amendment or waiver that disproportionately affects any of the holders of the then outstanding Notes shall require the written consent of all such disproportionately affected holders. No delay or failure on the part of any Lender in the exercise of any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid against the Lenders unless made in writing and signed by the Requisite Holders, and then only to the extent expressly specified therein. Borrower hereby waives presentment and notice of dishonor and protest of all instruments included or evidencing the liability of Borrower in respect to the Secured Obligations or the Collateral and any and all notices and demands whatsoever, whether or not relating to such instruments, except as otherwise provided in such instruments.

11. Notices. All notices and communications provided for hereunder shall be in writing, and shall be deemed effective one (1) business day after deposit, with proper postage attached or fee paid when sent by either (i) United States mail, via certified mail or registered mail, return receipt requested, with proper postage prepaid, properly addressed to the address of the recipient determined in accordance with this Section; or (ii) nationally recognized overnight courier (for example, Federal Express), in each case immediately effective upon a confirmed transmission via facsimile to the facsimile numbers set forth below, as such may be changed from time to time with prior written notice thereof to each of the parties hereto. Notices shall be addressed as follows:

a. If to a Lender, at the address set forth for such Lender on Exhibit A, with, in the case of Core Capital Partners II-S, L.P., Core Capital Partners Fund II, L.P., Technology Venture Partners, L.P., TVP Affiliates Fund, L.P., and TDFundII, L.P., a copy to:

Cooley Godward Kronish LLP
Attn: Andrew P. Lustig
Reston Town Center
11951 Freedom Drive
Reston, VA 20190
Telephone: 703-456-8000
Facsimile: 703-456-8100

and with, in the case of Capitol Broadcasting Company, Inc., a copy to:

Wyrick Robbins Yates & Ponton LLP
Attn: Donald R. Reynolds
4101 Lake Boone Trail, Suite 300
Raleigh, NC 27607
Telephone: 919-781-4000
Facsimile: 919-781-4865

(b) If to the Borrower to:

Inlet Technologies, Inc.
Attn: President
1121 Situs Court, Suite 330
Raleigh, NC 27606
Tel: (919) 342-2860
Fax: (919) 256-8123

with a copy to:

Hutchison Law Group
Attn: John Fogg
5410 Trinity Road, Suite 400
Raleigh, North Carolina 27607
Tel: (919) 829-9600
Fax: (919) 829-9696

Borrower or any Lender may change its respective address for notice purposes by notice to the other party as specified herein.

12. Severability. If any part of any provision contained in this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provisions or the remaining provisions.

13. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, without regards to its principles of the conflict of laws or the choice of laws.

14. Descriptive Headings. The descriptive headings of the several paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument.


16. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and any prior agreements, whether written or oral, with respect thereof, are expressly superseded hereby.

[Signature pages follow.]

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER:

INLET TECHNOLOGIES, INC.

By: 
Name: Neal Page
Title: CEO

LENDERS:

CAPITOL BROADCASTING COMPANY, INC.

By: _____

Name: _____

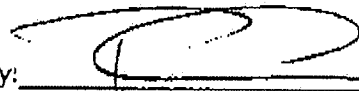
Title: _____

James P. [Signature]
James P. [Signature]
Vice President

LENDERS:

CORE CAPITAL PARTNERS II-S, L.P.

By: _____

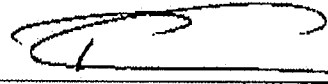


Pascal Luck
Managing Director
~~901 15th Street NW~~
~~9th Floor~~
Washington, DC 20005

*1401 I Street, NW
10th Floor*

CORE CAPITAL PARTNERS FUND II, L.P.

By: _____




Pascal Luck
Managing Director
~~901 15th Street NW~~
~~9th Floor~~
Washington, DC 20005

*1401 I Street, NW
10th Floor*

Intellectual Property Security Agreement
- Purchaser Signature Page -

LENDERS:

DOUGLAS FAMILY LIMITED PARTNERSHIP

By: 


Name: A. Wayne Douglas

Title: General Partner

LENDERS:


TECHNOLOGY VENTURE PARTNERS, L.P.

By: Technology Venture Partners, LLC,
Its General Partner

By: 
Bryson D. Hollimon
Managing Member
8500 Normandale Lake Boulevard
Suite 2170
Minneapolis, MN 55437

TVP AFFILIATES FUND, L.P.

By: Technology Venture Partners, LLC,
Its General Partner

By: 
Bryson D. Hollimon
Managing Member
8500 Normandale Lake Boulevard
Suite 2170
Minneapolis, MN 55437

TDFundII, LP

By: TDF LLC
Its General Partner

By: _____
James J. Pastoriza
Managing Partner
1850 K Street, Suite 1075
Washington, DC 20006

LENDERS:

TECHNOLOGY VENTURE PARTNERS, L.P.

By: Technology Venture Partners, LLC,
Its General Partner

By: _____
Bryson D. Hollimon
Managing Member
8500 Normandale Lake Boulevard
Suite 2170
Minneapolis, MN 55437

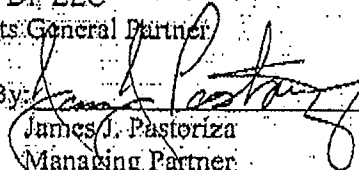
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TDFund II, LP

By: TDF LLC
Its General Partner

By: 
James J. Pastoriza
Managing Partner
1850 K Street, Suite 1075
Washington, DC 20006

LENDERS:

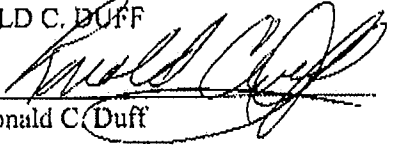
PETER CRESSE

By: 
Peter Cresse

LENDERS:

RONALD C. DUFF

By:



Ronald C. Duff

SCHEDULE A

INTELLECTUAL PROPERTY

Trademarks and Service Marks:

Trademark	Filing Date	Serial #	Reg. #	Reg. Date	Use
FATHOM	02/25/05	78575431	3138164	09/05/06	ENCODERS AND DECODERS FOR USE BY MEDIA PROFESSIONALS FOR TRANSMITTING AND RECEIVING TEXT, AUDIO, VIDEO AND MULTIMEDIA DATA; VIDEO PRODUCTION HARDWARE AND SOFTWARE FOR USE BY MEDIA PROFESSIONALS IN CONJUNCTION WITH ENCODERS AND DECODERS FOR VIEWING, SENDING AND RECEIVING TEXT, AUDIO, VIDEO AND MULTIMEDIA DATA, IN INTERNATIONAL CLASS: 009
SEMAPHORE	08/25/06	78960576			COMPUTER SOFTWARE FOR ANALYZING ENCODED DIGITAL MEDIA CONTENT, IN INTERNATIONAL CLASS: 009
INLET TECHNOLOGIES (and design)	07/02/07	77220566			COMPUTER AND VIDEO PRODUCTION SOFTWARE AND HARDWARE FOR USE BY MEDIA PROFESSIONALS TO ENCODE, TRANSCODE AND DECODE DIGITAL MEDIA CONTENT, TO IMPROVE AND VERIFY THE QUALITY OF DIGITAL MEDIA CONTENT, AND TO STREAM DIGITAL MEDIA CONTENT IN A VARIETY OF FORMATS, IN INTERNATIONAL CLASS: 009

Patents:

Slab-Based Processing Engine for Motion Video
Serial No. 10/935,991 filed September 8, 2004
(Page, Labrozzi, Shaffer and Jacobsen)
Assignment recorded December 8, 2004

Scene-by-Scene Digital Video Processing
Serial No. 11/106,906 filed April 15, 2005
(Labrozzi, Zimmerman and Jacobsen)
Assignment recorded May 4, 2005

Video Compression With Complexity Throttling
Serial No. 60/874,643 provisional application filed December 22, 2006
(Labrozzi and Jacobsen)

Preserving Captioning Through Video Transcoding
Serial No. 60/954,907 provisional application filed August 9, 2007
(Shaffer)