

REAFFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Reaffirmation of Intellectual Property Security Agreement (this "Agreement") is entered into as of October 10, 2008 in connection with, and is an addendum to, an Intellectual Property Security Agreement (the "IP Agreement"), dated as of January 11, 2005 by and between **SILICON VALLEY BANK**, a California corporation with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Bank") and **IMAGINOVA CORP.**, a Delaware corporation with offices located at 470 Park Avenue South, 9th Floor, New York, New York 10016 ("Grantor").

Recitals

A. Grantor and Bank, among others, are parties to a certain Loan and Security Agreement, dated as of the date hereof (the "Loan Agreement"; capitalized terms used but not defined herein shall have the meaning given such terms in the Loan Agreement), pursuant to which Grantor granted to Bank a security interest in all of Grantor's right, title and interest, whether then existing or acquired after the Effective Date, in all of the Collateral of the Grantor, including, without limitation, all of the intellectual property of the Grantor.

B. In connection with a prior loan arrangement by and between Bank and Grantor, among others, Grantor executed and delivered the IP Agreement, granting Bank a first-priority security interest in all intellectual property of the Grantor (collectively, the "IP Collateral").

C. In connection with the execution of the Loan Agreement, Bank has required Grantor to execute, among other documents, this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants and agrees as follows:

1. Except as modified hereby, Grantor agrees that the IP Agreement remains in full force and effect, is valid and enforceable and is not impaired or otherwise effected by the execution of the Loan Agreement or any other document or instrument delivered in connection therewith or herewith.

2. Grantor has not granted a security interest to any party other than Bank in any of its IP Collateral. Grantor agrees that the intellectual property listed on Exhibits A through Exhibit D hereto (the "New IP Collateral"), to the extent not already part of the IP Collateral, shall hereafter be IP Collateral, subject to all the terms and conditions of the IP Agreement. For the avoidance of doubt, such New IP Collateral is subject only to the first-priority security interest of the Bank.

3. Grantor represents and warrants that, after giving effect to this Agreement and the Loan Agreement, all representations and warranties contained in the IP Agreement are true, accurate and complete as if made on the date hereof.

[Signature page follows.]

GRANTOR

IMAGINOVA CORP

By:  _____

Name: Daniel Stone

Title: President and Chief Executive Officer

Exhibit "A" attached to that certain Reaffirmation of Intellectual Property Security Agreement dated as of October 10, 2008.

EXHIBIT "A"
COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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NONE

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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NONE

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>DESCRIPTION</u>	<u>CREATION</u>	<u>DISTRIBUTION FROM ASSIGNOR</u>	<u>ASSIGNOR</u>
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NONE

Exhibit "B" attached to that certain Reaffirmation of Intellectual Property Security Agreement dated October 10, 2008.

EXHIBIT "B"
PATENTS

<u>PATENT</u> <u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
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NONE

Exhibit "C" attached to that certain Reaffirmation of Intellectual Property Security Agreement dated October 10, 2008.

EXHIBIT "C"
TRADEMARKS


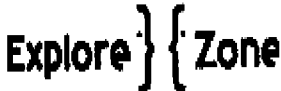
<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
	United States	77044929	3346858	Registered
BLUESTAR ADAPTER	United States	78682964	3303825	Registered
CONSTANTLY CURIOUS	United States	77214821		Allowed
DEEP SPACE EXPLORER	United States	78062544	2593312	Registered
EON	United States	77490802		Pending
	United States	77044938	3346859	Registered
EXPLOREZONE	United States	77013233	3346770	Registered
GIANTVIEW	United States	78944574	3335163	Registered
MICROXPLORE	United States	77214958		Allowed
NEWSARAMA	United States	77385833		Published
ORION	Russia	976368		Pending
OTTER	United States	77093775	3450323	Registered
RESOLUX	United States	77088978	3441614	Registered
STARSEEKER	United States	78661493	3148049	Registered
TELETRACK	United States	78950039	3348572	Registered
VERSAGO	United States	77088989	3445972	Registered

Exhibit "D" attached to that certain Reaffirmation of Intellectual Property Security Agreement dated October 10, 2008.

EXHIBIT "D"
SERVICE MARKS

<u>SERVICE MARK</u>				
<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>

NONE

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