

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
BETA WAVE CORPORATION		03/27/2009	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3344105	GOFISH	
Registration Number:	3479267	MMA TODAY	
Registration Number:	3478894	SEDUCE A CELEB	
Serial Number:	77581549	BETA WAVE	
Serial Number:	77652951	ATTENTION BASED MEDIA	
CORRESPONDENCE DATA			
Fax Number:	(650)833-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-833-2247		
Email:	charlotte.fu@dlapiper.com		
Correspondent Name:	Charlotte X. Fu		
Address Line 1:	DLA Piper LLP (US)		
Address Line 2:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	354271-211		

CH \$140.00 3344105

NAME OF SUBMITTER:	Charlotte X. Fu
Signature:	/s/ Charlotte X. Fu
Date:	03/30/2009
Total Attachments: 5 source=IP Security Agreement_BetaWave_20090327#page1.tif source=IP Security Agreement_BetaWave_20090327#page2.tif source=IP Security Agreement_BetaWave_20090327#page3.tif source=IP Security Agreement_BetaWave_20090327#page4.tif source=IP Security Agreement_BetaWave_20090327#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and BETAWAVE CORPORATION ("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 Loan and Security Agreement by and between Bank, Grantor and the other Borrowers dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall 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 has 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 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.

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

GRANTOR:

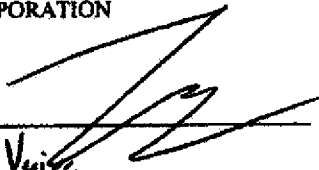
Address of Grantor:

706 Mission Street, 10th Floor
San Francisco, CA 94103
Attn: Tabreez Verjee, President

BETAWAVE CORPORATION

By: _____

Title: _____


Tabreez Verjee

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

Manager

BANK:

SILICON VALLEY BANK

By: _____

Title: _____



Mike Meier
Relationship Manager

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

WEST21685478.1
354271-000211

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

WEST21685478.1
354271-000211

EXHIBIT C

Trademarks

<u>Registration No. or Serial No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
3,344,105	11/27/2007	7/5/2006	GoFish Technologies Inc. (to be merged into Betawave Corporation)	GOFISH
3,479,267	8/5/2008	7/18/2007	GoFish Corporation	MMA TODAY
3,478,894	8/5/2008	5/2/2007	GoFish Corporation	SEDUCE A CELEB
77/581,549	N/A	9/29/2008	Betawave Corporation	BETA WAVE
77/652,951	N/A	1/20/2009	Betawave Corporation	ATTENTION BASED MEDIA