

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
VIDEOEGG, INC.		06/30/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3979 FREEDOM CIRCLE
Internal Address:	SUITE 600
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CHARTERED BANK: CALIFORNIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3605224	VIDEOEGG
Registration Number:	3590201	+
Registration Number:	3501779	+
Registration Number:	3385937	THE EGGNETWORK
Serial Number:	78777759	VIDEOEGG
Serial Number:	77706285	ATTENTIONRANK
Serial Number:	77704674	
Serial Number:	77704669	
Serial Number:	77676176	
Serial Number:	77676168	
Serial Number:	77676163	
Serial Number:	77645543	
Serial Number:	77386487	ADFRAMES

OP \$340.00 3605224

CORRESPONDENCE DATA

Fax Number: (404)962-6736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (404) 885-3038
Email: michael.brignati@troutmansanders.com
Correspondent Name: MICHAEL J. BRIGNATI, PH.D.
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET, N.E.
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.000764
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
Signature:	/Michael J. Brignati 60,890/
Date:	06/30/2009

Total Attachments: 7
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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 VIDEOEGG, 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 Loan and Security Agreement by and between Bank and Grantor 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 (as each term is described below) 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 (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

[Signature Page Follows.]


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:

VIDEOEGG, INC.

180 Townsend Avenue, Third Floor
San Francisco, California 94107

By: 
Name: Lee Kirkpatrick
Title: COO


Attn: Lee Kirkpatrick

BANK:

Address of Bank:

SILICON VALLEY BANK

3979 Freedom Circle, Suite 600
Santa Clara, California 95054

By: 
Name: Ryan Edwards
Title: Relationship Manager

Attn: Ryan Edwards

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
Shelly.	VA0001640107	04/03/2008	N/A

EXHIBIT B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest/ Ownership Issues</u>
INTERACTION PROMPT FOR INTERACTIVE ADVERTISING	12/209,138	09/11/2008	VIDEOEGG, INC.	NONE
INTERACTIVE ADVERTISING ABSTRACT	12/209,126	09/11/2008	VIDEOEGG, INC.	NONE
DYNAMIC CONFIGURATION OF AN ADVERTISEMENT	12/209,107	09/11/2008	VIDEOEGG, INC.	NONE
ENGAGEMENT-BASED COMPENSATION FOR INTERACTIVE ADVERTISEMENT SYSTEMS AND METHODS FOR INTERACTION PROMPT INITIATED VIDEO ADVERTISING	12/209,062	09/11/2008	VIDEOEGG, INC.	NONE
BROWSER EDITING WITH TIMELINE REPRESENTATIONS	11/781,830	07/23/2007	VIDEOEGG, INC.	NONE
BROWSER BASED VIDEO EDITING	11/620,785	01/08/2007	VIDEOEGG, INC.	NONE
BROWSER BASED VIDEO EDITING	11/620,783	01/08/2007	VIDEOEGG, INC.	NONE
BROWSER BASED MULTI-CLIP VIDEO EDITING	11/620,779	01/08/2007	VIDEOEGG, INC.	NONE
BROWSER ENABLED VIDEO MANIPULATION	11/409,507	04/20/2006	VIDEOEGG, INC.	NONE
BROWSER ENABLED VIDEO MANIPULATION	11/409,502	04/20/2006	VIDEOEGG, INC.	NONE
BROWSER ENABLED VIDEO DEVICE CONTROL	11/408,790	04/20/2006	VIDEOEGG, INC.	NONE
SYSTEMS AND METHODS FOR INTERACTION PROMPT INITIATED VIDEO ADVERTISING	PCT/US2007/0741 37	07/23/2007	VIDEOEGG, INC.	N/A
BROWSER ENABLED VIDEO MANIPULATION	PCT/US2006/0150 65	04/20/2006	VIDEOEGG, INC.	N/A

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registratio n/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
VIDEOEGG (Registered)	3,605,224	04/14/2009	N/A
+ (Registered)	3,590,201	03/17/2009	N/A
+ (Registered)	3,501,779	09/16/2008	N/A
THE EGGNETWORK (Registered)	3,385,937	02/19/2008	N/A
POINT, CLICK, AND PUBLISH (Abandoned)	78/778,692	12/21/2005	N/A
VIDEOEGG (Pending)	78/777,759	12/21/2005	N/A
ATTENTIONRANK (Pending)	77/706,285	04/03/2009	N/A
DESIGN ONLY (Pending)	77/704,674	04/01/2009	N/A
DESIGN ONLY (Pending)	77/704,669	04/01/2009	N/A
DESIGN ONLY (Pending)	77/676,176	02/23/2009	N/A
DESIGN ONLY (Pending)	77/676,168	02/23/2009	N/A
DESIGN ONLY (Pending)	77/676,163	02/23/2009	N/A
DESIGN ONLY (Pending)	77/645,543	01/08/2009	N/A
ADFRAMES (Pending)	77/386,487	02/01/2008	N/A
EGGNETWORK (Abandoned)	77/432,420	03/26/2008	N/A
VIDEOEGG (Abandoned)	77/432,400	03/26/2008	N/A

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

N/A

N/A