

Joseph Borgman

Name of Person Signing

Total number of pages including cover
sheet, attachments, and document:

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Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004033 FRAME: 0634

TRADEMARK ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the enclosed documents or the new address(es) below.

1. Name of conveying party(ies): S/Deon Valley Bank 3003 Yeaman Drive Santa Clara, CA 95054		2. Name and address of receiving party(ies): Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: IMAGINOVA CORP Internal Address: 470 PARK AVENUE SOUTH 8TH FLOOR Street Address: City: New York State: NY Country: USA Zip: 10015	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other		Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance/ Execution Date(s): Execution Date(s): December 16, 2008 <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:		<input type="checkbox"/> Association Citizenship <input type="checkbox"/> General Partnership Citizenship <input type="checkbox"/> Limited Partnership Citizenship <input checked="" type="checkbox"/> Corporation Citizenship :Canada <input type="checkbox"/> Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s) and identification or description of the Trademark:			
A. Trademark Application No(s)		B. Trademark Registration No(s) 44044899 77044930 77288953 77089775 77099976 78801493 78960039 77068889 77013333 78944574 77214898 78892994 77214621 77499802	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): Additional sheets attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: UCC Direct Services Internal Address: Attn: 1408632 Street Address: 187 Wolf Road, Suite 101 City: Albany State: NY ZIP: 12209 Phone Number: 1-800-342-3876 X 4066 Fax Number: 1-800-852-7649 Email Address: cis-usaibeny@wolfordlaw.com		6. Total number of applications and registrations involved: 24	
		7. Total fee (37 CFR 2.9 (b)(6) & 3.41): \$365.00 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
		8. Payment Information: a. Credit Card Last 4 Numbers 5683 Expiration Date 11/09 b. Deposit Account Number Authorized User Name	
9. Signature: <u>Susan Critien</u> Signature Susan Critien Name of Person Signing		<u>12/16/08</u> Date Total number of pages including cover sheet, attachments, and document:	

Documents to be recorded (including cover sheet) should be filed to (971) 273-0149, or mailed to: Mail Stop
Assignment Recordation Services, Director of the USPTO, P.O. Box 1430, Alexandria, VA 22313-1430

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

[Signature Page to Reaffirmation of Intellectual Property Security Agreement - Imaginova Corp.]

TRADEMARK
REEL: 004033 FRAME: 0637

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

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
} {	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
Explore } { Zone				
EXPLOREZONE	United States	77044938 ✓	3346859	Registered
GIANTVIEW	United States	77013233 ✓	3346770	Registered
MICROXPLORE	United States	78944574 ✓	3335163	Registered
NEWSARAMA	United States	77214958 ✓		Allowed
ORION	United States	77385833 ✓		Published
OTTER	Russia	976368 ✗		Pending
RESOLUX	United States	77093775 ✓	3450323	Registered
STARSEEKER	United States	77088978 ✓	3441614	Registered
TELETRACK	United States	78661493 ✓	3148049	Registered
VERSAGO	United States	78950039 ✓	3348572	Registered
	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>
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NONE

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