

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CONSTELLATION VENTURE CAPITAL II, L.P.		09/29/2009	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

Name:	WIDEVINE TECHNOLOGIES, INC.
Street Address:	901 5th Avenue, Suite 3400
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98164
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	76333627	WIDEVINE VOD
Serial Number:	78026898	WIDEVINE
Serial Number:	78026915	WIDEVINE CYPHER
Serial Number:	78042389	ENCRYPTION ON THE FLY
Serial Number:	78045622	MENSOR
Serial Number:	78045730	ENCRYPTS STREAMING MEDIA ON THE FLY
Serial Number:	78045735	ENCRYPTED STREAMING MEDIA

**CORRESPONDENCE DATA**

Fax Number: (650)493-6811  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6504967543  
 Email: nbouch@wsgr.com  
 Correspondent Name: WSGR c/o Nancy Bouch, Sr Paralegal  
 Address Line 1: 650 Page Mill Road

CH \$190.00 76333627

**900144260**

**TRADEMARK  
 REEL: 004070 FRAME: 0773**

Address Line 2: FH 2-1 P10  
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	29225.011
NAME OF SUBMITTER:	Nancy Bouch
Signature:	/s/Nancy Bouch
Date:	09/30/2009

**Total Attachments: 11**

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**TERMINATION OF SECURITY INTEREST IN  
INTELLECTUAL PROPERTY**

THIS TERMINATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Termination"), dated as of September 29, 2009, is executed by CONSTELLATION VENTURE CAPITAL II, L.P., as agent for the benefit of all Lenders ("Agent" or the "Assignee"), in favor of WIDEVINE TECHNOLOGIES, INC., a Delaware corporation ("Grantor" or "Assignor"). Capitalized terms used herein have the meanings assigned in the 2001 Agreement (defined below).

Recitals

A. In connection with that certain Security Agreement, dated as of May 8, 2001 (the "2001 Agreement"), executed by Grantor in favor of Agent as agent for the benefit of all Lenders, Assignee and Assignor entered into an Assignment of Security Interest and Mortgage, dated as of the same date (the "2001 Assignment"), wherein Assignor assigned and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Collateral (as defined in the 2001 Assignment).

B. In connection with that certain Security Agreement, dated as of July 11, 2002 (the "2002 Agreement"), executed by Grantor in favor of Agent as agent for the benefit of all Lenders, Assignee and Assignor entered into an Assignment of Security Interest and Mortgage, dated as of the same date (the "2002 Assignment"), wherein Assignor assigned and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Collateral (as defined in the 2002 Assignment).

C. The 2001 Assignment was recorded with the Trademark Division of the United States Patent and Trademark Office on July 30, 2001, at Reel/Frame 2338/0777 to evidence the security interest granted under the 2001 Agreement.

D. The 2002 Assignment was recorded with the Patent Division of the United States Patent and Trademark Office on July 19, 2002, at Reel/Frame 013108/0719 to evidence the security interest granted under the 2002 Agreement.

C. The 2002 Assignment was recorded with the Trademark Division of the United States Patent and Trademark Office on July 19, 2002, at Reel/Frame 2549/0495 to evidence the security interest granted under the 2002 Agreement.

D. Grantor has satisfied in full the Obligations (as defined in the 2001 Agreement) under and secured by the 2001 Agreement and the 2002 Agreement and Agent has agreed to terminate and release its security interest in the Copyrights, Patents and Trademarks (as defined below) as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent expressly terminates and releases its security interest in, to and under the following (collectively, the "Copyrights", "Patents" and "Trademarks"), including, without exception, the Patents listed on Schedules 2-A and the Trademarks listed on Schedules 3-A, attached hereto:

All (i) copyrights, copyrightable materials, copyright registrations and applications for copyright registration at the United States Copyright Office or in any similar office or agency of any other country, including, without limitation, all renewals and extensions thereof, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, "Copyrights"), (ii) patents and patent applications at the United States Patent and Trademark Office or in any similar office or agency of any other country, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world ("Patents"), and (iii) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, printed materials and labels on which said trademarks, corporate names, company names, business names, domain names, fictitious business names, trade names, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now owned or hereafter acquired (collectively, "Trademarks") together with (A) all inventions, processes, production methods, proprietary information, know-how and trade secrets used or useful in its business; (B) all licenses or user or other agreements granted to it with respect to any of the foregoing, in each case whether now or hereafter owned or used; (C) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like; (D) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (E) all accounting information and all media in which or on which any of the information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (F) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held; and (G) all causes of action, claims and warranties now or hereafter owned or acquired in respect of any of the items listed above.

Agent authorizes and requests that the Commissioner for Patents and Trademarks and any other governmental officer record this Termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Lender has executed and delivered this Termination as of the day and year first above written.

**CONSTELLATION VENTURE CAPITAL II, L.P.**

By: L. Boyd  
Name: Liz Boyd  
Title: Managing Director

SCHEDULE 2-A TO ASSIGNMENT OF SECURITY INTEREST AND MORTGAGE

PATENTS

None.

<u>Patent #</u>	<u>Description</u>	<u>Date of Patent</u>
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PATENT APPLICATIONS

- P-1000US; US Utility Application  
Filed: November 9, 1999  
Serial No.: 09/1436, 916  
Status: Pending
- P-1000PCT; PCT Application  
Filed: November 9, 2000  
Serial No.: PCT/US00/30899  
Status: Pending
- P-2000US; Utility Application  
Filed: September 6, 2000  
Serial No.: 09/656,166  
Status: Pending
- P-3000 US  
Filed: November 22, 2000  
Serial No.:  
Status: Pending
- P-3001US  
Filed: November 22, 2000  
Serial No.:  
Status: Pending
- P-3002US  
Filed: November 22, 2000  
Serial No.:  
Status: Pending
- P-3100US  
Filed: To be filed after approval  
Serial No.: N/A  
Status: To be filed after approval

- P-4000US  
Filed: December 14, 2000  
Serial No.: 60/225,851  
Status: Pending

SCHEDULE 2-A TO ASSIGNMENT OF SECURITY INTEREST AND MORTGAGE

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Status: Pending
- P-2000US; Utility Application  
Filed: September 6, 2000  
Serial No.: 09/656,166  
Status: Pending
- P-2000PCT; PCT Application  
Filed: September 12, 2000  
Serial No.: 09/656,166  
Status: Pending
- 
- P-3000 US  
Filed: November 22, 2000  
Serial No.:  
Status: Pending
- P-3001US  
Filed: November 22, 2000  
Serial No.:  
Status: Pending
- P-3002US  
Filed: November 22, 2000  
Serial No.:  
Status: Pending



- P-3100US  
Filed: November 22, 2001  
Serial No.: N/A  
Status: To be filed after approval
- P-4000US  
Filed: December 14, 2000  
Serial No.: 60/225,851  
Status: Pending
- P-5000US  
Filed: October 17, 2000  
Serial No.: 60/330,311  
Status: Pending
- P-6000US  
Filed: September 20, 2001  
Serial No.: 60/324,131  
Status: Pending
- P-7000US  
Filed: June 24, 2002  
Serial No.: N/A  
Status: Approved for filing
- P-8000US  
Filed: January 10, 2002  
Serial No.: 60/347,523  
Status: Pending
- P-9000US  
Filed: January 10, 2002  
Serial No.: 60/347,259  
Status: Pending
- P-10000US  
Filed: To be filed after approval  
Serial No.: N/A  
Status: To be filed after approval
- P-11000US  
Filed: Approved for filing  
Serial No.: N/A  
Status: Approved for filing

- P-12000US  
Filed: To be filed after approval  
Serial No.: N/A  
Status: To be filed after approval
- P-13000US  
Filed: To be filed after approval  
Serial No.: N/A  
Status: To be filed after approval
- P-14000US  
Filed: To be filed after approval  
Serial No.: N/A  
Status: To be filed after approval
- P-15000US  
Filed: January 29, 2002  
Serial No.: 60/352,710  
Status: Pending
- P-16000US  
Filed: November 26, 2001  
Serial No.: N/A  
Status: Pending
- P-17000US  
Filed: To be filed after approval  
Serial No.: N/A  
Status: To be filed after approval
- P-18000US  
Filed: March 29, 2002  
Serial No.: 60/368,482  
Status: Pending
- P-19000US  
Filed: April 8, 2002  
Serial No.: 60/370,953  
Status: Pending
- P-20000US  
Filed: June 24, 2002  
Serial No.: N/A  
Status: Approved for filing

- P-21000US  
Filed: June 24, 2002  
Serial No.: N/A  
Status: Approved for filing
- P-22000US  
Filed: To be filed after approval  
Serial No.: N/A  
Status: To be filed after approval
- P-23000US  
Filed: To be filed after approval  
Serial No.: N/A  
Status: To be filed after approval
- P-24000US  
Filed: To be filed after approval  
Serial No.: N/A  
Status: To be filed after approval

SCHEDULE 3-A TO ASSIGNMENT OF SECURITY INTERESTTRADEMARKSLIST OF TRADEMARKS, SERVICE MARKS,  
TRADEMARK AND SERVICE MARK REGISTRATIONS AND  
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONSU.S. Trademarks

<u>Mark</u>	<u>Registration or Serial No.</u>	<u>Registration or Filing Date</u>
T-100US	78/026898	9/20/00
T-200US	78/026915	9/20/00
T-300US	78/042389	1/9/01
T-400US	78/045622	1/30/01
T-500US	78/045730	1/30/01
T-600US	78/045735	1/30/01

Foreign Trademarks

<u>Mark</u>	<u>Application Registration Country</u>	<u>Registration or Filing Date</u>
T-100EC	1865633	9/21/00
T-100JP	110736/2000	10/11/00
T-200EC	1865299	9/21/00
T-200JP	110737/2000	10/11/00

SCHEDULE 3-A TO ASSIGNMENT OF SECURITY INTERESTTRADEMARKSLIST OF TRADEMARKS, SERVICE MARKS,  
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T-100US	78/026898	9/20/00
T-200US	78/026915	9/20/00
T-300US	78/042389	1/9/01
T-400US	78/045622	1/30/01
T-500US	78/045730	1/30/01
T-600US	78/045735	7/9/01
T-700US	76/333627	1/1/01
T-800US	N/A	N/A

Foreign Trademarks

<u>Mark</u>	<u>Application Registration Country</u>	<u>Registration or Filing Date</u>
T-100EC	1865633	9/21/00
T-100JP	110736/2000	10/11/00
T-200EC	1865299	9/21/00
T-200JP	110737/2000	10/11/00