

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
SNOCAP, INC.	FORMERLY OPEN COPYRIGHT DATABASE, INC.	11/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054-1191		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2980071	SNOCAP	
Registration Number:	3117842	SNOCAP	
CORRESPONDENCE DATA			
Fax Number:	(408)841-7195		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4088417195		
Email:	dsanchezbentz@virtuallawpartners.com		
Correspondent Name:	Diana Sanchez Bentz, Legal Specialist		
Address Line 1:	Virtual Law Partners LLP		
Address Line 2:	235 Victoria Drive		
Address Line 4:	Gilroy, CALIFORNIA 95020		
ATTORNEY DOCKET NUMBER:	SVB_IMEEM_SNOCAP TM		
NAME OF SUBMITTER:	Diana Sanchez Bentz		
Signature:	/dsb0068/		

OP \$65.00 2980071

TRADEMARK

Date:

12/02/2009

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 30, 2009 by and between SILICON VALLEY BANK ("Bank") and SNOCAP, INC. ("Grantor").

RECITALS

A. Bank and IMEEM, INC., a Delaware corporation ("Borrower"), have entered into (i) that certain Amended and Restated Loan and Security Agreement dated as of June 21, 2007 (as amended, restated, or otherwise modified from time to time, the "Original Loan Agreement") and (ii) that certain Loan and Security Agreement dated April 30, 2009 (as amended, modified, supplemented or restated, the "Equipment Loan Agreement", and together with the Original Loan Agreement, the "Loan Agreements"), pursuant to which Bank has agreed to make certain advances of money and to extend certain financial accommodations to Borrower, subject to the terms and conditions set forth therein.

B. Grantor is a wholly-owned subsidiary of Borrower and has executed (i) an Unconditional Guaranty dated as of May 16, 2009 (the "Guaranty") to guaranty the payment and performance of the Obligations under the Loan Agreements and (ii) a Security Agreement dated as of May 16, 2008 (as amended, modified, supplemented or restated, the "Security Agreement") to secure the prompt payment and performance by Grantor of its obligations under the Guaranty.

C. Bank, TriplePoint Capital, LLC (together with Bank, the "Lenders"), Grantor and Borrower have entered into an Amended and Restated Cash Collateral Agreement (the "Cash Collateral Agreement") dated on or about November 30, 2009.

D. In consideration of the Lenders' agreements contained in the Cash Collateral Agreement, Borrower and Grantor have agreed to grant a lien on their intellectual property in favor of the Lenders, and to execute and deliver to Lenders additional security agreements in connection with such lien.

E. Grantor is the wholly-owned subsidiary of Borrower and will obtain substantial direct and indirect benefit from Lenders' agreements contained in the Cash Collateral Agreement.

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 Guaranty, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Guaranty, 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 Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the Guaranty, 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 Security Agreement or the Guaranty, 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 Security Agreement or the Guaranty, 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:

SNOCAP, INC.

Address of Grantor:
139 Townsend Street, Suite 400
San Francisco, CA 94107
Attn: John Kirsten

By: 

Title: Director

BANK:

SILICON VALLEY BANK

Address of Bank:
3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: Brian Bell

By: 

Title: SR. Advisor

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Content Regulation	10/547,171	6/20/2006
Digital Rights Management System Architecture	11/314,168	12/20/2005
Track Listening And Playing Service For Digital Media Files	11/314,749	12/20/2005
Dispute Resolution In An Open Copyright Database	11/314,753	12/20/2005
Managing Digital Media Rights Through Missing Masters Lists	11/314,752	12/20/2005
System, Method and Computer Program Product for Facilitating E-Commerce Involving Digital Assets	11/740,905	4/26/2007
System, Method And Computer Program Product For Providing An E-Commerce Interface On A Web Page To Facilitate E-Commerce Involving Digital Assets	11/740,875	4/26/2007
Automated Right-Holders Registration System, Method And Computer Program Product For Facilitating E-Commerce Involving Digital Assets	11/740,903	4/26/2007
Digital media file identification	11/314,167	12/20/2005
System, method, and computer program product for Enabling file-sharing for digital media	11/441,417	05/24/2006
Method of processing song claims involving songs including, but not limited to musical works, compositions, etc.	11/434,409	05/15/2006

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
SNOCAP	2980071	07/26/2005
SNOCAP	3117842	07/18/2006

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE