

11-20-09

12-07-2009

NOV 20 2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103582655

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

NOV 20 2009

and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

EMOTIVE COMMUNICATIONS, INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 11/13/09

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Venture Lending & Leasing IV, Inc. and

Internal

Address: Venture Lending & Leasing V, Inc.

Street Address: 2010 North First Street

City: San Jose

State: California

Country: US Zip: 95131

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Maryland
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes 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)
77/175,738; 78/745,331; 77/175,734; 77/411,546

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey T. Klugman, Esq.

Internal Address: _____

Street Address: Four Embarcadero Center, Suite 4000

City: San Francisco

State: California Zip: 94111

Phone Number: 415-981-1400

Fax Number: 415-777-4961

Email Address: _____

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 11/23/2009 DBYRNE 00000028 77175736

Authorized 01 FC:8521 01 FC:8521 40.00 75.00

9. Signature:

Signature

11/18/09

Date

Jeffrey T. Klugman

Name of Person Signing

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

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of November 13, 2009, by and between EMOTIVE COMMUNICATIONS, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IV, INC. ("VLL4") and VENTURE LENDING & LEASING V, INC. ("VLL5"), both Maryland corporations (sometimes referred to herein individually or together as "Secured Party").

RECITALS

A. Pursuant to the Loan and Security Agreement dated as of May 16, 2008 (as the same have been and may be amended, restated, supplemented and modified from time to time, together, the "Loan Agreement"), between Grantor, as borrower and each of VLL4 and VLL5, as lenders, VLL4 and VLL5 agreed to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to continue to extend such financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

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 and all other agreements now existing or hereafter arising between Grantor and Secured Party, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Secured Party and Grantor, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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 Secured Party under the Loan Agreement. The rights and remedies of Secured Party 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 Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party 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 Secured Party 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 Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

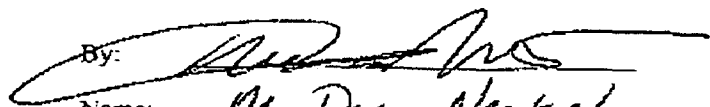
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

EMOTIVE COMMUNICATIONS, INC.

6345 Balboa Blvd., Building 2, Suite 330
Encino, CA 91316
Attn: Chief Financial Officer

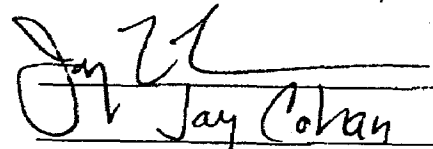
By: 
Name: M. Dean Newton
Its: COO

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING IV, INC.

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

By: 
Name: Jay Cohen
Its: VP

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING V, INC.

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

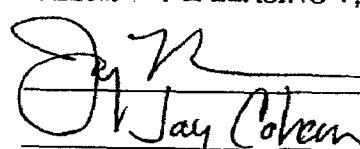
By: 
Name: Jay Cohen
Its: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

N/A

EXHIBIT B

Patents

Description

Application/
Serial
Number

Application/
Issue
Date

See Attached

EMOTIVE Status Report – October 13, 2009

EMO ID	COUNTRY	SPR NO	FILE NO	TITLE	STATUS	DATE	DATE
EMO-001	US	11/463,974	7,421,067	System and Methodology for Peer-to-Peer Voice Communication Employing a Pushed Interactive Multimedia Announcement	ISSUED	8 /11/2006	9 /2 /2008
EMO-001 PCT	WO	PCT/US07/669 14		System, Apparatus, and Methodology for Peer-to-Peer Voice Communication Employing a Caller Specified Multimedia Announcement	NAT PHASE	4 /19/2007	
EMO-001 AUS	AU	2007240455		System, Apparatus, and Methodology for Peer-to-Peer Voice Communication Employing a Caller Specified Multimedia Announcement	PENDING	4 /19/2007	
EMO-001 EPO	EP	07760875.0		System, Apparatus, and Methodology for Peer-to-Peer Voice Communication Employing a Caller Specified Multimedia Announcement	PUBLISHED	4 /19/2007	
EMO-001 HONG KONG	HK	09105837.7		System, Apparatus, and Methodology for Peer-to-Peer Voice Communication Employing a Caller Specified Multimedia Announcement	PENDING	6 /30/2009	
EMO-001 INDIA	IN	2424/MUMNP /2008		System, Apparatus, and Methodology for Peer-to-Peer Voice Communication Employing a Caller Specified Multimedia Announcement	PENDING	4 /19/2007	
EMO-001 ISRAEL	IL	194720		System, Apparatus, and Methodology for Peer-to-Peer Voice Communication Employing a Caller Specified Multimedia Announcement	PENDING	4 /19/2007	
EMO-001 JAPAN	JP	2009-506763		System, Apparatus, and Methodology for Peer-to-Peer Voice Communication Employing a Caller Specified Multimedia Announcement	PENDING	4 /19/2007	
EMO-001 MEXICO	MX	MX/a/2008/13 439		System, Apparatus, and Methodology for Peer-to-Peer Voice Communication Employing a Caller Specified Multimedia Announcement	PENDING	4 /19/2007	
EMO-001 PAKISTAN	PK	441/2007		System and Methodology for Peer-to-Peer Voice Communication Employing a Pushed Interactive Multimedia Announcement	PENDING	4 /18/2007	
EMO-001 PHILIPPINES	PH	1-2008-502327		System, Apparatus, and Methodology for Peer-to-Peer Voice Communication Employing a Caller Specified Multimedia Announcement	PENDING	4 /19/2007	

EMO-001 SINGAPORE	SG	200807608-5		System, Apparatus, and Methodology for Peer-to-Peer Voice Communication Employing a Caller Specified Multimedia Announcement	PENDING	4/19/2007	
EMO-001 SOUTH AFRICA	ZA	2008/08720		System, Apparatus, and Methodology for Peer-to-Peer Voice Communication Employing a Caller Specified Multimedia Announcement	PENDING	4/19/2007	
EMO-001 TAIWAN	TW	96113655		System and Methodology for Peer-to-Peer Voice Communication Employing a Pushed Interactive Multimedia Announcement	PENDING	4/18/2007	
EMO-001 THAILAND	TH	0701001882		System and Methodology for Peer-to-Peer Voice Communication Employing a Pushed Interactive Multimedia Announcement	PENDING	4/18/2007	
EMO-001 US	US	12/298.830		System, Apparatus, and Methodology for Peer-to-Peer Voice Communication Employing a Caller Specified Multimedia Announcement	PENDING	10/28/2008	
EMO-002	US	12/195.096		Interactive Interface for Devices Supporting Communication Employing Sender-Specified Media Content	PUBLISHED	8/20/2008	
EMO-002 PCT	WO	PCT/US08/737 20		Interactive Interface for Devices Supporting Communication Employing Sender-Specified Media Content	PUBLISHED	8/20/2008	
EMO-004 PCT	WO	PCT/US06/183 63		System and Method for Mobile Loyalty Program	NAT PHASE	5/11/2006	
EMO-004 EPO	EP	06759635.3		System and Method for Mobile Loyalty Program	PENDING	5/11/2006	
EMO-004A	US	11/382.890		System And Method For Mobile Loyalty Program	PUBLISHED	5/11/2006	
EMO-004B	US	11/382.896		System And Method For Mobile Loyalty Program	PUBLISHED	5/11/2006	
EMO-007	US	11/696.711		Voting And Multi-Media Actionable Messaging Services For Mobile Social Networks	PUBLISHED	4/4/2007	

EXHIBIT C

Trademarks

Description

Registration/
Serial
Number

Registration/
Application
Date

See Attached

Emotive Trademarks
(January 16, 2009)

Mark (Ser. No.)	Goods/Services	Status
EMOTIVE¹ (Ser. No. 77175738)	Class 9: software for downloading, managing, receiving and sending digital media content, namely, audio recordings, video recordings, audio-visual recordings, ring tones and graphics via communications networks; downloadable digital media content, namely, audio recordings, video recordings, audio-visual recordings, ring tones, and graphics via a global computer network and via wireless networks Class 38: communications services, namely, transmitting downloadable digital media content, namely, audio recordings, video recordings, audio-visual recordings, ring tones and graphics via a global computer network and via wireless networks	Suspended
PUSH TONES (Ser. No. 78745331)	Class 9: downloadable computer data files containing audio recordings for use with fixed or wireless telephones as ring tones to announce incoming phone calls Class 38: telecommunications services, namely, providing ringtones and audio entertainment files, namely sound recordings for consumer use via wireless devices and the global computer network	Notice of Allowance Issued; Statement of Use or 5th Extension due April 17, 2009
RINGJACKER (Ser. No. 77175734)	Class 9: software for downloading, managing, receiving and sending digital media content, namely, audio recordings, video recordings, audio-visual recordings, ring tones and graphics via communications networks; downloadable digital media content, namely, audio recordings, video recordings, audio-visual recordings, ring tones, and graphics via a global computer network and via wireless networks Class 38: communications services, namely, transmitting downloadable digital media content, namely, audio recordings, video recordings, audio-visual recordings, ring tones and graphics via a global computer network and via wireless networks	Office Action Response due Feb. 8, 2009 re identification of services
RINGJAM (Ser. No. 77411546)	Class 9: software for downloading, managing, receiving and sending digital media content, namely, audio recordings, video recordings, audio-visual recordings, ringtones, and graphics via communications networks; downloadable digital media content, namely, audio recordings, video recordings, audio-visual recordings, ring tones, and graphics via a global computer network and via wireless networks Class 38: Communications services, namely, transmitting downloadable digital media content, namely, audio recordings, video recordings, audio-visual recordings, ring tones, and graphics via a global computer network and via wireless networks	Office Action Response/Appeal due June 22, 2009 re identification of services

Application being handled by Patterson Belknap firm.

WEST 021644886.1