

08-31-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



07-25-2000

U.S. Patent & TMOc/TM Mail Rcpt Dt. #39



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7-25-00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Association

- Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002127 FRAME: 0852

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name John G. Bisbikis

Address (line 1) McDermott, Will & Emery

Address (line 2) 227 West Monroe

Address (line 3) Chicago, Illinois 60606

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (312) 372-2000

Name John G. Bisbikis

Address (line 1) McDermott, Will & Emery

Address (line 2) 227 West Monroe

Address (line 3) Chicago, Illinois 60606

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

8

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/539,197

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ \$40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

13-0206

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

John G. Bisbikis

Name of Person Signing

John D. Bisbikis

Signature

7/19/2000

Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated as of July 7, 2000, is made by VM LABS, INC. (the "*Grantor*") in favor of MOTOROLA, INC., a Delaware corporation (the "*Lender*").

WHEREAS, the Lender has agreed to make a loan (the "Loan") to the Grantor to be evidenced by (a) the Secured Convertible Promissory Note -- Note #1, dated as of July 7, 2000 (as amended, supplemented or otherwise modified from time to time, "Note #1"), in the principal amount of \$1,500,000 and to be executed by the Grantor in favor of the Lender, and (b) the Secured Convertible Promissory Note -- Note #2, dated as of July 7, 2000 (as amended, supplemented or otherwise modified from time to time, "Note #2"), in the principal amount of \$2,000,000 and to be executed by the Grantor in favor of the Lender. Note #1 and Note #2 are referred to collectively herein as the "Notes".

WHEREAS, as a condition precedent to the making of the Loan the Grantor has executed and delivered that certain Security Agreement dated as of July 7, 2000 made by the Grantor to the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Lender and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. the Grantor hereby grants to the Lender for the benefit of the Lender a security interest in and to all of the Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Annex 3 to the Security Agreement (an "*IP Security Agreement Supplement*"), executed and delivered by the Grantor to the Lender from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Grantor to the Lender from time to time) (the "**Trademarks**");

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Grantor to the Lender from time to time) (the "**Copyrights**");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Section 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Notes or the Security Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VM LABS, INC.

By 
Name: RICHARD MILLER
Title: CEO

Address for Notices: VM Labs, Inc.
520 San Antonio Road
Mountain View, CA 94040

SCHEDULE A

PATENT RIGHTS

Issued:

1. Instruction Compression and Decompression System and Method for a Processor
United States Patent 5,819,058; Date of Patent: October 6, 1998 Foreign
Counterparts filed in: Canada, Japan, European Patent Office and Korea

Pending:

2. A Media Processing System and Method
United States Patent Application Number 09/476,761
3. Method and Apparatus for Displaying Video
United States Patent Application Number 60/174,464
4. Method and Apparatus for Buffering Information Prior to Decoding
United States Patent Application Number 09/477,983
5. Multi-Component Processor
United States Patent Application Number 60/170,668
6. Subpicture Decoding Architecture and Method
United States Patent Application Number 09/476,698
7. Communications Bus for a Multi-Processor System
Filed - Awaiting Serial Number
8. Communications Protocol for Serial Peripheral Devices
Filed - Awaiting Serial Number
9. Digital Manipulation of Video in Digital Video Player
United States Patent Application Number 09/475,093
10. Digital Music Player Audio Buffering
United States Patent Application Number 09/477,686
11. DVD Reverse Playback Methods and Apparatus
Filed - Awaiting Serial Number
12. Method of Processing Data
United States Patent Application Number 60/170,607

SCHEDULE B
TRADEMARK RIGHTS

<u>Country</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
United States	"NUON"	75/539,197	August 10, 1998

SCHEDULE C
COPYRIGHTS

None.