

FORM PT 1-1594 RECORDATION FORM COVER SHEET
(Rev. 6-93)

U.S. DEPARTMENT OF COMMERCE

D

12-12-2000



101546625

OMB No. 0651-0011 (exp. 4/94)

TRADEMA



11-22-2000

U.S. Patent & TMO/TM Mail Rpt. Dt. #40

11-22-00

Tab settings =>=> ▾

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
MusicCompany.com, Inc.
450 9th Street
San Francisco, California 94103

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: **IMPERIAL BANK**
Internal Address:
Street Address: **226 Airport Parkway**

City: **San Jose** State: **California** ZIP: **95110**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **California**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **November 1, 2000**

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
76-081,050

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

U.S. PATENT & TRADEMARK OFFICE
NOV 22 A 9 24
TRADE MARK FEE PROCESS. RECEIVED

5. Name and address of party to whom correspondence concerning document should be mailed:
Mr. Michael Wright
Name: **Buchalter, Nemer, Fields & Younger**
Internal Address:

Street Address: **601 South Figueroa Street, 24th Floor**
City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41) \$ **40.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0052
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE
12/11/2000 DNGUYEN 00000221 200052 76081050

9. 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.

Christine E Wilson
Name of Person Signing

Christine E Wilson
Signature

November 15, 2000
Date

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 1, 2000 by and between IMPERIAL BANK ("Bank") and MusicCompany.com, Inc., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Bank, 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 Bank and Grantor, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules 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 Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, 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:

450 9th Street
San Francisco, CA 94103

Attn: _____

MUSICCOMPANY.COM, INC.

By: Michael Jauer

Title: DIR OF FINANCE

BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

By: Hevin Guidon

Title: Assistant Vice President

EXHIBIT A

Copyrights

Registration
Number

Registration
Date

Description

NONE

EXHIBIT B

Patents

Description
NONE

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

Description
MUSICBANK

Registration/
Application
Number
Serial No. 76-
081,050

Registration/
Application
Date
June 28, 2000