

01-15-2002



FORM PTO-1594
(Rev 5-93)

101947114

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1-15-02

1. Name of conveying party(ies):
METAPA, INC.

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation - State: DELAWARE
Other:

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

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: November 21, 2001

2. Name and address of receiving party(ies):
Name: COMERICA BANK-CALIFORNIA
As successor in interest to IMPERIAL BANK
Address: 226 AIRPORT PARKWAY
City: SAN JOSE State: CA Zip: 95110

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation - State:
Other: a California banking corporation

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

4. Application number(s) or trademark number(s):
A. Trademark Application No.(s)
76/161,282 76/161,281 78/012,172

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
4365 Executive Drive, Suite 1100
San Diego, CA 92121-2133

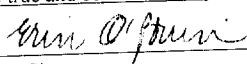
6 Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00
 Enclosed
 Authorized to be charged to deposit account

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

DO NOT USE THIS SPACE

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.

Erin O'Brien  January 14, 2002
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [9]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

01/15/2002 DBYRME 00000238 76161282
01 FC:481 40.00 OP
02 FC:482 50.00 OP

PAM10205649.1
1090371-959800

TRADEMARK
REEL: 002423 FRAME: 0444

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 21, 2001, by and between IMPERIAL BANK ("Bank") and METAPA, INC., a Delaware corporation ("Grantor"), formerly known as DALI MEDIA, INC.

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of March 28, 2001, as amended, including without limitation by that certain First Amendment and Waiver to Loan and Security Agreement dated as of October 24, 2001 (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). 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.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under all other agreements now existing or hereafter arising between Grantor and Bank, 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

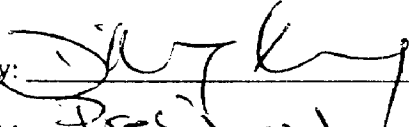
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

METAPA, INC.

Address of Grantor:

4063 Redwood
Los Angeles, CA 90066

By: 
Title: President

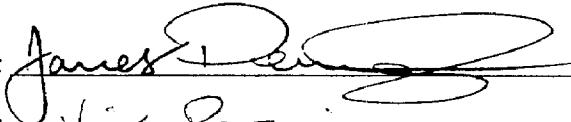
Attn: Michael Couper

BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

By: 
Title: VICE PRESIDENT

Attn: Corporate Banking Center

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration Application Number</u>	<u>Registration Application Date</u>
Provisional Patent - Methods and systems for operations software	60/297944	6/12/01

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Metapa	76/161,282	11/07/00
Metapa	76/161,281	11/07/00
Cadria	78/012,172	06/12/00

CONSENT, ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

This Consent, Assignment, Assumption and Amendment Agreement (this "Agreement") is made as of November 21, 2001, by and among METAPA, INC., a California corporation ("Metapa California"), METAPA, INC., a Delaware corporation ("Metapa Delaware"), and Comerica Bank-California ("Bank").

RECITALS

A. Bank and Metapa California are parties to that certain Loan and Security Agreement dated as of March 28, 2001, as amended, including without limitation by that certain First Amendment and Waiver to Loan and Security Agreement dated as of October 24, 2001, that certain Intellectual Property Security Agreement dated as of March 28, 2001, that certain Warrant to Purchase Stock dated as of March 28, 2001, and that certain Securities Account Control Agreement dated as of March 28, 2001, each as amended from time to time (collectively, the "Loan Agreement"). Except as otherwise defined herein, capitalized terms shall have the meaning assigned in the Loan Agreement.

B. Metapa California and Metapa Delaware have entered into an Agreement and Plan of Merger of Metapa, Inc., a Delaware Corporation and Metapa, Inc., a California Corporation dated as of November 1, 2001 (the "Merger Agreement") pursuant to which Metapa California will merge with and into Metapa Delaware, and Metapa Delaware will continue as the surviving corporation (the "Merger"). Pursuant to the Loan Agreement, Bank must consent to such Merger.

C. Metapa Delaware desires to assume all obligations of Metapa California under the Loan Agreement (the "Assumption").

D. Metapa Delaware, Metapa California, and Bank desire to amend the Loan Agreement.

E. Metapa Delaware and Metapa California have requested Bank's consent to such Merger, and Bank desires to grant such consent, provided Metapa Delaware assumes all obligations of Metapa California under the Loan Agreement to Bank in accordance with this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Assumption. To the extent not already provided for in the Merger Agreement or otherwise made effective as a consequence of the Merger, Metapa California hereby assigns to Metapa Delaware, and Metapa Delaware assumes, all obligations of Metapa California, including, but not limited to, the payment of any amounts outstanding (including but not limited to Bank's expenses, fees, attorney's fees, and collection fees), under the Loan Agreement. Metapa Delaware confirms that, to secure such performance, Metapa Delaware grants Bank a security interest in its property described on Exhibit A attached hereto (the "Collateral").

2. Amendment/Definitions. Wherever the name "METAPA, INC." or "METAPA, INC., a California corporation" appears in the Loan Agreement or any related documents (the "Loan Documents") it shall mean Metapa Delaware. Any reference in the Loan Documents to Borrower, the undersigned or other terms that refer to Metapa California shall mean and refer to Metapa Delaware.

3. Representations and Warranties. Metapa Delaware confirms that the Representations and Warranties set forth in Article 5 of the Loan Agreement are true and correct as of the date hereof and will remain so after giving effect to the Merger.

4. Consent; Waiver. Bank consents to the merger of Metapa California into Metapa Delaware pursuant to the Merger Agreement, provided all the terms of this Agreement are complied with. Except for any failure to repay any obligations when due under the Loan Agreement, Bank waives any Events of Default under the Loan Agreement arising out of the merger of Metapa California into Metapa Delaware in accordance with the terms of the Merger Agreement. The above waiver is specific as to time and content and Bank does not waive any other

failure by Metapa California or Metapa Delaware to perform its obligations under the Loan Documents. This waiver is not a continuing waiver with respect to any failure to perform any obligation after the date of this Agreement.

5. Conditions. As a condition to the effectiveness of this Agreement, Bank shall have received, in form and substance satisfactory to Bank, the following:

- a. evidence that (i) all stockholders of both Metapa California and Metapa Delaware have approved the Merger Agreement and (ii) the Merger is effective and complete;
- b. this Agreement, duly executed by all parties;
- c. Corporate Resolutions to Borrow executed by Metapa Delaware;
- d. an Intellectual Property Security Agreement executed by Metapa Delaware;
- e. UCC-1 financing statement to be filed with the Delaware Secretary of State;
- f. all Bank expenses, costs, and fees (including, but not limited to, attorneys' fees) incurred to date; and
- g. such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

6. General Provisions. Except as provided above, the Loan Documents remain unchanged and the parties hereby confirm that the Loan Documents as may be modified by this Agreement are in full force and effect. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. This Agreement shall be governed by the internal laws of the State of California without regard to conflict of laws principles.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

METAPA, INC., a Delaware corporation

By: [Signature]
Title: President

METAPA, INC., a California corporation

By: [Signature]
Title: President

COMERICA BANK-CALIFORNIA

By: [Signature]
Title: VICE PRESIDENT

EXHIBIT A

COLLATERAL DESCRIPTION ATTACHMENT
TO LOAN AND SECURITY AGREEMENT

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created, written, produced or acquired, including, but not limited to:

(i) all accounts receivable, accounts, chattel paper, contract rights (including, without limitation, royalty agreements, license agreements and distribution agreements), documents, instruments, money, deposit accounts and general intangibles, including, without limitation, returns, repossessions, books and records relating thereto, and equipment containing said books and records, all financial assets, all investment property, including securities and securities entitlements;

(ii) all software, computer source codes and other computer programs (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, United States of America and foreign, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Bank (herein referred to as "Bank" or "Secured Party") to sue in its own name and/or the name of the Debtor for past, present and future infringements of copyright;

(iii) all goods, including, without limitation, equipment and inventory (including, without limitation, all export inventory);

(iv) all guarantees and other security therefor;

(v) all trademarks, service marks, trade names and service names and the goodwill associated therewith;

(vi) (a) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) licenses pertaining to any patent whether Debtor is licensor or licensee, (c) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (d) the right (but not the obligation) to sue for past, present and future infringements thereof, (e) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (f) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing (all of the foregoing patents and applications and interests under patent license agreements, together with the items described in clauses (a) through (f) in this paragraph are sometimes herein individually and collectively referred to as the "Patents"); and

(vii) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.