

04-03-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

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

1. Name of conveying party(ies): RioPort.com, Inc. 4-3-02
Individuals Association
General Partnership Limited Partnership
[X] Corporation-State DE
Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: Oak Investment Partners IX, L.P.
Internal
Address: Suite 1300
Street Address: 525 University Avenue
City: Palo Alto State: CA Zip: 94301
Individual(s) citizenship
Association
General Partnership
[X] Limited Partnership
Corporation-State
Other
If assignee is not domiciles 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 [X] No

3. Nature of conveyance:
Assignment Merger
[X] Security Agreement Change of Name
Other
Execution Date: February 28, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/067,000
76/039,882
76/112,340
Additional numbers attached? [X] Yes [] No

B. Trademark No.(s)
2311043

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Andrew Christensen
Internal Address: Cooley Godward LLP
Street Address: 5200 Carillon Point
City: Kirkland State: WA Zip: 98033

6. Total number of applications and trademarks involved: 10
7. Total fee (37 CFR 3.41)\$ 265
[X] Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number:
03-3115
(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.
Sharon Lawrence
Name of Person Signing
Signature
Date 3-29-01

Total number of pages including cover sheet, attachments, and documents: 9

04/03/2002 JJALLANE 00000036 76067000
01 FC:481
02 FC:482
24994 v1/KL
1@011.DOC
40.00 DP
225.00 DP

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

TRADEMARK
REEL: 002473 FRAME: 0839

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

RioPort.com, Inc. – Conveying Party

4.A. Trademark Application No.(s) (continued)

76/112,779

76,112,333

76/153,393

75/552,363

75/552,364

76/272/232

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 28, 2002 by and between **RIOPORT.COM, INC.**, a Delaware corporation ("**Grantor**") and **OAK INVESTMENT PARTNERS IX, L.P.** ("**Collateral Agent**") in its capacity as agent on behalf of certain investors (each an "**Investor**", and collectively, the "**Investors**") listed on the signature page of that certain Security Agreement, dated as of the date hereof, executed by Grantor in favor of Collateral Agent (as the same may be amended, modified or supplemented from time to time, the "**Security Agreement**").

RECITALS

A. Grantor and the Investors have entered into a Convertible Note Purchase Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "**Purchase Agreement**", pursuant to which the Grantor has issued certain convertible promissory notes in favor of each Investor (each a "**Note**" and collectively, the "**Notes**"). In order to induce each Investor to extend the credit evidenced by the Notes, and to secure the obligations of Grantor under the Notes and the Purchase Agreement, Grantor has agreed to grant to Collateral Agent a security interest in all of its intellectual property.

B. Pursuant to the terms of the Security Agreement, Grantor has granted to Collateral Agent a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

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 Notes, Purchase Agreement and Security Agreement (collectively, the "**Loan Documents**"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Notes, Purchase Agreement, and all other agreements now existing or hereafter arising between Grantor and the Investors, Grantor grants and pledges to Collateral Agent 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, patent applications, trademarks, and mask works listed on Exhibit A attached 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 Collateral Agent under the Security Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Documents, and those which are now or hereafter available to Collateral Agent and the Investors as a matter of law or equity. Each right, power and remedy of Collateral Agent and the Investors provided for herein or in 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 Collateral Agent and the Investors of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Collateral Agent and the Investors, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibit A attached hereto sets 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.

[Signature page follows.]

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:

RIOPORT.COM, INC.

By: _____

Print Name: _____

Title: _____

COLLATERAL AGENT:

OAK INVESTMENT PARTNERS IX, L.P.

By:  _____

Print Name: FRED HARMAN

Title: General Partner

[Signature Page Intellectual Property Security Agreement]

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:

COLLATERAL AGENT:

RIOPORT.COM, INC.

OAK INVESTMENT PARTNERS IX, L.P.

By: 

By: _____

Print Name: WJB MORGAN

Print Name: _____

Title: 3/25/02

Title: _____

[Signature Page Intellectual Property Security Agreement]

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j@1021.DOC

EXHIBIT A
COPYRIGHTS

None.

PATENT APPLICATIONS

<u>Description</u>	<u>Registration/ Application Date</u>	<u>Registration/ Application Number</u>
Closed-Loop Delivery System	June 27, 2001	Ref. #: 12868/002001 Serial #: 09/894,846
Secure Music Delivery	June 27, 2001	Ref. #: 12868/003001 Serial #: 09/894,972
Closed-Loop Delivery to Integrated Download manager	June 27, 2001	Ref. #: 12868/004001 Serial #: 09/894,976
Expiring Content on Playback Devices	October 9, 2001	Ref. #: 12868/007001 Serial #: 09/974,946
Secure Ticketing	October 9, 2001	Ref. #: 12868/008001 Serial #: 09/974,931
Dynamic Distributed Configuration Management System	January 4, 2002	Ref. #: 12868/009001 Serial #: 10/039,619

PATENTS

None.

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
RIO (Chile)	February 28, 2001	591.026
RIO (Federal Republic of Germany)	June 13, 2000	30030321
RIO (France)	August 22, 2000	003022483
RIO (France)		Mark Trf
RIO (United Kingdom)	October 6, 2000	2230356
RIO (USA)	January 25, 2000	2311043
RIO (Australia)	August 7, 2001	832398
RIO (Australia)	April 18, 2000	832398 (Mark Trf)
RIO (European Community)	June 14, 2001	001615822
RIO (European Community)	April 18, 2000	001615822 (Mark Trf)
RIO (China)	September 14, 2001	1634309
RIO (Japan)	August 17, 2001	4500459
RIO (New Zealand)	January 11, 2001	615474
RIO (Taiwan)	August 1, 2001	952804

EXHIBIT A – INTELLECTUAL PROPERTY SECURITY AGREEMENT

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j@102!.DOC

TRADEMARK
REEL: 002473 FRAME: 0846

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
RIO (Argentina)	May 31, 2000	2.289.318
RIO (Brazil)	May 26, 2000	822762285
RIO (Canada)	September 27, 2000	1,076,620
RIO (Hong Kong)	May 26, 2000	11768/2000
RIO (South Korea)	June 1, 2000	2000-26341
RIO (Singapore)	May 26, 2000	T00/08979J
RIO (South Africa)	May 25, 2000	2000/10474
RIOSTUFF DIGITAL AUDIO ACCESSORIES (STYLIZED) (USA)	June 8, 2000	76/067,000
RIO TONE (USA)	May 1, 2000	76/039,882 (Published)
RIO TONE (USA)	May 1, 2000	76/039,882 (Mark Trf)
RIOPORT (USA)	August 18, 2000	76/112,340
RIOPORT.COM (USA)	August 18, 2000	76/112,779
PULSE ONE MUSIC SERVICE (USA)	August 18, 2000	76/112,333
RIOSOLO (USA)	October 24, 2000	76/153,393
ONESTEP (USA)	September 14, 1998	75/552,363
ONESTEP CONNECT (USA)	September 14, 1998	75/552,364
RIOVOLT (USA)	June 15, 2001	76/272/232
ONE PLAYER (USA)	Not provided	Not provided

MASK WORKS

None.

EXHIBIT A – INTELLECTUAL PROPERTY SECURITY AGREEMENT

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j@1021.DOC

RECORDED: 04/03/2002

**TRADEMARK
REEL: 002473 FRAME: 0847**