

8.29.02

09-09-2002



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

RE

102215705

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): INETCAM, INC. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: Totem Investment Partners, LLC Internal Address: Street Address: 6006 El Tordo, Suite 200 City: Rancho Santa Fe State: CA Zip: 92067 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [x] Other Limited Liability Company 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: [x] Yes [ ] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [x] Security Agreement [ ] Change of Name [ ] Other Execution Date: 08/15/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76371026; 76078126 B. Trademark Registration No.(s) 2446042; 2385802; 2387977 Additional number(s) attached [ ] Yes [x] No

6. Total number of applications and registrations involved: 5

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jessica Wenzell Internal Address: Street Address: 600 West Broadway, Suite 2600 City: San Diego State: CA Zip: 92101

7. Total fee (37 CFR 3.41).....\$ 140.00 [x] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: 50-0683

DO NOT USE THIS SPACE

9. Signature. Jessica Wenzell, Attorney Name of Person Signing [Signature] Signature 08-29-02 Date Total number of pages including cover sheet, attachments, and document: 18

OFFICE OF PUBLIC RECORDS FINANCE SECTION

09/06/2002 DBYRNE 00000205 76371026

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

01 FC:481 40.00 OP 02 FC:482 100.00 OP

TRADEMARK REEL: 002577 FRAME: 0535

**CONTINUATION  
OF RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY  
RE: ADDITIONAL RECEIVING PARTIES:**

Elliot Feuerstein Trust dated May 14, 1982  
8294 Mira Mesa Boulevard  
San Diego, CA 92126

Feuerstein Community Property Trust dated April 13, 1982  
8294 Mira Mesa Boulevard  
San Diego, CA 92126

Roberta Feuerstein Trust dated July 9, 1983  
8294 Mira Mesa Boulevard  
San Diego, CA 92126

Edward G. Thomas  
5476 Chelsea Ave.  
La Jolla, CA 92037

J. Nevins McBride Jr.  
8447 Paseo Del Ocaso  
La Jolla, CA 92037

The Stanley E. and Pauline M. Foster Trust dated July 31, 1981  
705 12<sup>th</sup> Avenue  
San Diego, CA 92101

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*Agreement*") is made as of August 15<sup>th</sup>, 2002, by and among INETCAM, INC., a California corporation ("*Grantor*"), and the lenders identified in **Exhibit A** hereto ("*Lenders*"), who have loaned or agreed to loan Grantor up to \$500,000 pursuant to a series of promissory notes (the "*Notes*").

RECITALS

A. Lenders have agreed to lend to Grantor certain funds (the "*Loans*"), and Grantor desires to borrow such funds from Lenders pursuant to the terms of the Notes.

B. Pursuant to the terms of a Security Agreement dated of even date herewith by and between Grantor and Lenders (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Grantor shall grant to Lenders a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets described therein.

C. In order to induce Lenders to make the Loans, Grantor has agreed to assign a security interest in certain intangible property to Lenders for purposes of securing certain obligations of Grantor to Lenders.

NOW, THEREFORE, the parties hereto agree as follows:

1. **DEFINITIONS.** All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST.** As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lenders under the Notes (together, the "*Loan Documents*"), Grantor hereby assigns, transfers, conveys and grants a security interest to Lenders, as collateral security, in and to Grantor's entire right, title and interest in, to and under the following, now or hereafter existing, created, acquired or held by Grantor (all of which shall collectively be called the "*Intellectual Property Collateral*"):

(a) Any and all Copyright and Copyright Licenses, including, without limitation, those set forth on **Exhibit B** attached hereto and incorporated herein by this reference;

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

(c) Any and all design rights;

(d) Any and all Patents and Patent Licenses, including, without limitation, those set forth on **Exhibit C** attached hereto and incorporated herein by this reference;

(e) Any and all Trademarks and Trademark Licenses, and the entire goodwill of the business of Grantor connected with and symbolized by all such Trademarks, including, without limitation, those set forth on **Exhibit D** attached hereto and incorporated herein by this reference;

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All other licenses or other rights to use any of the Intellectual Property, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Intellectual Property; and

(i) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Provided, the Intellectual Property Collateral shall not include any property excluded under Section 3.3 of the Security Agreement.

The security interest granted hereunder is granted in conjunction with the security interests granted to Lenders under the Security Agreement. The rights and remedies of Lenders with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the Loan Documents, and those which are now or hereafter available to Lenders as a matter of law or equity. Each right, power and remedy of Lenders provided for herein or in the Security Agreement or the other 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 Lenders of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or 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 Lenders, of any or all other rights, powers or remedies.

3. **AUTHORIZATION AND REQUEST.** Grantor authorizes and Lenders request that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security interest.

4. **COVENANTS AND WARRANTIES.** Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral (other than as set forth in Grantor's in-licenses and out-licenses), except for Permitted Liens;

(b) Performance of this Agreement does not conflict with or result in a breach of any material agreement to which Grantor is a party or by which Grantor is bound;

(c) During the term of this Agreement, Grantor will not sell, transfer, assign or otherwise encumber any interest in the Intellectual Property Collateral, other than Permitted Liens and non-exclusive Licenses granted by Grantor in the ordinary course of its business or other transfers permitted under the Security Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and there is no Intellectual Property which has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lenders of any material changes in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of Grantor in or to any Intellectual Property not specified in this Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Intellectual Property material to the ordinary conduct of its business, (ii) promptly advise Lenders in writing of material infringements detected, or of which they have knowledge, to such property, and (iii) not allow any of its Intellectual Property material to the conduct of the business of Grantor to be abandoned, forfeited or dedicated to the public without the written consent of the holders of a Majority in Interest of the Notes (defined in Section 13 below), which consent shall not be unreasonably withheld, except for that which expires and is nonrenewable;

(g) Grantor shall, if Grantor determines, in the exercise of its reasonable business judgment, that it is commercially reasonable to do so, promptly register (i) all of the registerable Intellectual Property rights that Grantor holds as of the date of this Agreement and that are material to the ordinary conduct of Grantor's business, but that Grantor has heretofore failed to register, and (ii) additional Intellectual Property rights that are material to the ordinary conduct of Grantor's business and that are developed or acquired after the Closing Date. Notwithstanding the foregoing, Grantor shall take such further actions as the holders of a Majority in Interest of the Notes and may reasonably request from time to time to perfect or continue the perfection of Lenders' interest in the Intellectual Property Collateral;

(h) This Agreement, creates, and in the case of after-acquired Intellectual Property Collateral, will create at the time Grantor first has rights in such after-acquired Intellectual Property Collateral in favor of Lenders a valid and perfected, security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the secured obligations described in Section 4 of the Security Agreement ("*Secured Obligations*") upon making the filings referred to in Section 4(i) below, subject only to Permitted Liens;

(i) To its knowledge, except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark Office, (2) the United States Copyright Office and (3) the UCC Division of the office of the Secretary of State of the applicable state, necessary to perfect the security interests created hereunder, to the extent the security interests may be perfected thereby, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the United States or (b) for the perfection in the United States or the exercise by Lenders of their rights and remedies hereunder;

(j) All information heretofore, herein or hereafter supplied to Lenders by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without the consent of the holders of a Majority in Interest of the Notes, which consent shall not be unreasonably withheld; and

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lenders in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Lenders in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

5. **LENDERS' RIGHTS.** Upon the election of the holders of a Majority in Interest of the Notes, Lenders shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after three (3) business

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days' written notice to Grantor. Grantor shall reimburse and indemnify Lenders for all costs and reasonable expenses incurred in the exercise of its rights under this Section 5.

**6. INSPECTION RIGHTS.** Grantor hereby grants to Lenders and their employees, representatives and agents the right, upon the election of the holders of a Majority in Interest of the Notes, to visit, during reasonable hours upon reasonable prior written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon written notice to Grantor and as often as may be reasonably requested.

**7. FURTHER ASSURANCES.** Subject to limitations on registrations required hereunder, on a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may be necessary as reasonably requested by the holders of a Majority in Interest of the Notes, to perfect Lenders' security interest in all Intellectual Property, and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Lenders the grant or perfection of a security interest in all Intellectual Property Collateral.

**8. EVENTS OF DEFAULT.** The occurrence of any of the following shall constitute an "*Event of Default*" under this Agreement:

(a) An Event of Default occurs under the Security Agreement or the Notes; or

(b) Grantor breaches any agreement in any material respect made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within ten (10) days after written notice to Grantor thereof.

**9. REMEDIES.** Upon the occurrence and during the continuance of an Event of Default, upon the election of holders of a Majority in Interest of the Notes, Lenders shall have the right to exercise all the remedies of a secured party under the UCC, including, without limitation, the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lenders have a security interest and to make it available to Lenders at a place designated by Lenders. Upon the election of holders of a Majority in Interest of the Notes, Lenders shall have a nonexclusive, royalty free license or other right, solely pursuant to the provisions of this Section 9, to use, without charge, the Intellectual Property and any property of a similar nature as it pertains to the Intellectual Property Collateral, to the extent necessary to permit Lenders to exercise their rights and remedies pursuant to this Section 9, including, without limitation, the completion of production, advertising for sale and the sale of any Intellectual Property Collateral. Grantor will pay any reasonable expenses (including reasonable attorneys' fees) incurred by Lenders in connection with the exercise of any of Lenders' rights hereunder, including, without limitation, any expense incurred in disposing of the Intellectual Property Collateral. All of Lenders' rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

**10. SUCCESSORS AND ASSIGNS.** All rights of the Lenders hereunder shall inure to the benefit of their respective successors and assigns. Lenders shall not be entitled to assign any of their rights under this Agreement or the Notes without the prior written consent of Grantor, except to an affiliate of a Lender. Any purported assignment inconsistent with this provision shall, at the option of Grantor, be null and void.

**11. REASSIGNMENT.** At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lenders shall execute and deliver to Grantor all deeds, assignments and other instruments

as may be necessary or proper to revest in Grantor full title to the property assigned hereunder and to release Lenders' liens, subject to any disposition thereof which may have been made by Lenders pursuant hereto.

**12. NO FAILURE OR DELAY.** No failure or delay on the part of Lenders, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

**13. ACTIONS BY LENDERS; AMENDMENTS.** All actions, omissions, waivers and decisions of the Lenders or any amendment of this Agreement (each called an "*Act of the Lenders*") shall be determined by and require the written consent of the individuals and entities holding a majority in interest of the aggregate principal amount of Notes then outstanding (or, in the event the Notes have been converted, the number of shares of capital stock issued upon conversion of the Notes) (a "*Majority in Interest of the Notes*"). Each Lenders agrees that it shall take such actions and execute such documents as may be necessary to confirm or accomplish any Act of the Lenders. Each Lenders acknowledges that by the operation of this Section 13, the holders of a Majority in Interest of the Notes will have the right and power to diminish or eliminate all rights of such Lenders. The foregoing shall not limit or otherwise affect any Lender's right to waive any of such Lender's rights hereunder with respect to itself without obtaining the consent of any other Lenders. Except as otherwise provided herein, this Agreement may be amended only by a written instrument signed by the Company and holders of a Majority in Interest of the Notes.

**14. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Each such Agreement shall become effective upon the execution of a counterpart hereof or thereof by each of the parties hereto and telephonic notification that such executed counterparts has been received by Grantor and Lenders.

**15. UNEQUAL PAYMENT BY THE DEBTOR.** Each Lender agrees that if it shall, through the exercise of any right granted to the Lender under this Agreement or the Notes or by applicable law, including, but not limited to any right of set-off, any secured claim under Section 506 of the Bankruptcy Code or any other security or interest arising from, or in lieu of such secured claim, and received by such Lender under any applicable bankruptcy, insolvency or other similar law, or otherwise, obtain payment in respect of its Note as a result of which the unpaid portion of its Note is proportionally less than the unpaid portion of the Notes of the other Lender, then (a) it shall promptly purchase at par (and shall be deemed to have thereupon purchased) from such other Lenders a participation in the Notes of each such other Lender, so that the amount of such Lender's Note and the participation in the Notes of the other Lenders shall be in the same proportion to all Notes then outstanding as the amount of its Note prior to the obtaining of such payment was to the amount of all Notes outstanding prior to the obtaining of such payment and (b) such other adjustments shall be made from time to time as shall be equitable to ensure that the Lenders share the benefits of such payment pro rata.

**16. CALIFORNIA LAW AND JURISDICTION.** This Security Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California as applied to contracts between California residents entered into in and to be performed wholly within California.

**17. CONFLICT.** In the event of a conflict between any term and/or provision contained in this Agreement with any term and/or provision contained in the Security Agreement, the term and/or provision of this Agreement shall govern.

**18. NOTICES.** All notices required or permitted hereunder shall be in writing, shall refer specifically to this Agreement, and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed telex or facsimile if sent during normal business hours of the


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recipient, if not, then on the next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the address as set forth on the signature page hereof or at such other address as such party may designate by ten days advance written notice to the other parties hereto.

**IN WITNESS WHEREOF**, the undersigned have executed this **INTELLECTUAL PROPERTY SECURITY AGREEMENT** to be effective as of the date first written above.

GRANTOR:

**INETCAM, INC.,**  
a California corporation

By:   
Name: ANDREW WEBSTER  
Title: CEO & President

Address: 10171 Pacific Mesa Blvd  
San Diego, CA 92121

LENDERS:

**TOTEM INVESTMENT PARTNERS, LLC**

By: \_\_\_\_\_  
Ted Roth, Manager

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ELLIOT FEUERSTEIN TRUST DATED MAY 14, 1982**

By: \_\_\_\_\_  
Elliot Feuerstein, Trustee

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



18. recipient, if not, then on the next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the address as set forth on the signature page hereof or at such other address as such party may designate by ten days advance written notice to the other parties hereto.

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GRANTOR:

INETCAM, INC.,  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 10171 Pacific Mesa Blvd  
San Diego, CA 92121

LENDERS:

TOTEM INVESTMENT PARTNERS, LLC

By:   
Ted Roth, Manager

Address: P.O. - BOX 2551  
RANCHO SANTA FE, CA 92067

ELLIOT FEUERSTEIN TRUST DATED MAY 14, 1982

By: \_\_\_\_\_  
Elliot Feuerstein, Trustee

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

recipient, if not, then on the next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the address as set forth on the signature page hereof or at such other address as such party may designate by ten days advance written notice to the other parties hereto.

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GRANTOR:

**INETCAM, INC.,**  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 10171 Pacific Mesa Blvd  
San Diego, CA 92121

LENDERS:

**TOTEM INVESTMENT PARTNERS, LLC**

By: \_\_\_\_\_  
Ted Roth, Manager

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ELLIOT FEUERSTEIN TRUST DATED MAY 14, 1982**

By: *Elliot Feuerstein* \_\_\_\_\_  
Elliot Feuerstein, Trustee

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, this waiver is effective as of August \_\_, 2002

**Totem Investment Partners, LLC**

By: \_\_\_\_\_  
Theodore J. Roth, Manager

**Edward G. Thomas IRA R/O Bear Stearns Sec. Corp. Custodian**

By: \_\_\_\_\_  
Edward G. Thomas

\_\_\_\_\_  
J. Nevins McBride

AUG 08 09 20 08:21P  
Aug-08-2002 04:18pm

Diane Feuerstein  
From-LUCE FORWARD

858 456 7589

P. 9

T-740 P 005/010 F-000

**FEUERSTEIN COMMUNITY PROPERTY TRUST DATED  
APRIL 13, 1982**

By: Arnold D. Feuerstein, Trustee  
Arnold D. Feuerstein, Trustee

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ROBERTA FEUERSTEIN TRUST DATED JULY 9, 1983**

By: Roberta Feuerstein, Trustee  
Roberta Feuerstein, Trustee

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EDWARD G. THOMAS IRA R/O BEAR STEARNS SEC.  
CORP. CUSTODIAN**

By: \_\_\_\_\_  
Edward G. Thomas

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**J. NEVINS MCBRIDE**

By: \_\_\_\_\_

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**FEUERSTEIN COMMUNITY PROPERTY TRUST DATED  
APRIL 13, 1982**

By: \_\_\_\_\_  
Elliot Feuerstein, Proxy for Arnold D.  
Feuerstein, Trustee, by Proxy dated  
November \_\_, 2001

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ROBERTA FEUERSTEIN TRUST DATED JULY 9, 1983**

By: \_\_\_\_\_  
Elliot Feuerstein, Proxy for Roberta  
Feuerstein, Trustee, by Proxy dated  
November \_\_, 2001

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EDWARD G. THOMAS ~~IRA R/O BEAR STEARNS SEC.~~  
~~CORP. CUSTODIAN~~**

By:  \_\_\_\_\_  
Edward G. Thomas

Address: 5476 Chelsea Ave  
La Jolla, CA 92037  
\_\_\_\_\_

Aug 14 02 11:00a

NEVINS MCBRIDE

858-456-7501

P. 4

Aug-12-2002 01:45pm From-LUCE FORWARD

T-785 P 004/007 F-110

J. NEVINS MCBRIDE

By:   
J. Nevins McBride

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE STANLEY E. AND PAULINE M. FOSTER TRUST  
DATED JULY 31, 1981

By: \_\_\_\_\_  
Pauline M. Foster, Trustee

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

1761472.7 [WORD]

**J. NEVINS MCBRIDE**

By: \_\_\_\_\_  
J. Nevins McBride

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THE STANLEY E. AND PAULINE M. FOSTER TRUST  
DATED JULY 31, 1981**

By: *Pauline M. Foster, trustee*  
Pauline M. Foster, Trustee

Address: *P.O. Box 490*  
*R.S.F. 92067*  
\_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**EXHIBIT A**

**LENDERS**

Totem Investment Partners, LLC

Elliot Feuerstein Trust dated May 14, 1982

Feuerstein Community Property Trust dated April 13, 1982

Roberta Feuerstein Trust dated July 9, 1983

Edward G. Thomas

J. Nevins McBride

The Stanley E. and Pauline M. Foster Trust dated July 31, 1981

**EXHIBIT B**  
**COPYRIGHTS**

1. **REGISTERED U.S. COPYRIGHTS:**
2. **APPLICATIONS IN PROCESS:**

None



**EXHIBIT C**

**U U.S. PATENTS AND PATENT APPLICATIONS**

**I. REGISTERED U.S. PATENTS:**

None

**II. APPLICATIONS IN PROCESS:**

U.S. Patent Application No. 09/439,853 – “LOW POWER SIGNAL SWITCHING DEVICE AND METHOD SUITABLE FOR SWITCHING VIDEO SIGNALS” – filed November 12, 1999

U.S. Patent Application No. 09/652,113 – “METHOD AND APPARATUS FOR DISTRIBUTING MULTIMEDIA TO REMOTE CLIENTS – filed on August 29, 2000

**EXHIBIT D**

**U.S. TRADEMARKS AND TRADEMARK APPLICATIONS**

**I. REGISTERED U.S. TRADEMARKS:**

- |                              |          |
|------------------------------|----------|
| 1) "INETCAM"                 | #2446042 |
| 2) "INETCAM"                 | #2387977 |
| 3) "LIVE . . .FROM ANYWHERE" | #2385802 |

**II. APPLICATIONS IN PROCESS:**

- 1) "i" (a design mark, plus words)
- 2) "iVista"