

11-05-2003



To the Honorable Commissioner of

102592169

enclose the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**IVL TECHNOLOGIES LTD**

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: 07-31-03

2. Name and address of receiving party(ies):

Name: **Silicon Valley Bank**  
Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

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

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

A. Trademark Application No.(s)

**76/378,346**

B. Trademark No.(s)

**2,747,731**

**2,387,532**

**2,237,243**

**2,237,242**

**2,030,097**

Additional numbers attached?  Yes  No

OPR/FINANCE  
2003 NOV -3 AM 10:45

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: **6**

7. Total fee (37 CFR 3.41): **\$165.00**

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.

*Rosalind Santa Cruz*

Name of Person Signing

11/04/2003 ECOOPER 00000306 76378346

*Rosalind Santa Cruz*

Signature

Date **10/16/03**

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

01 FC:8521

02 FC:8522

40.00  
125.00

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

**TRADEMARK**

**REEL: 002856 FRAME: 0861**

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 31, 2003 by and between SILICON VALLEY BANK ("Secured Party") and IVL TECHNOLOGIES, LTD. ("Grantor").

## RECITALS

A. Secured Party and Grantor are entering into that certain Accounts Receivable Purchase Agreement by dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Financing Agreement"; capitalized terms used herein which are not defined, have the meanings set forth in the Financing Agreement).

B. Pursuant to the terms of the Financing Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to all Intellectual Property and all other Collateral.

NOW, THEREFORE, as collateral security for the payment and performance when due of all of the Obligations, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

## AGREEMENT

1. Grant of Security Interest. To secure all of the Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its intellectual property, including without limitation the following (collectively, the Intellectual Property):

(a) All of present and future registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Borrower in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Borrower in connection with the Unregistered

Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights.

(d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements 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 rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) 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, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Financing Agreement. This security interest is granted in conjunction with the security interest granted to Secured Party under the Financing Agreement and the GSA. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Financing Agreement, the GSA, and the other Financing Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Financing Agreement, GSA, or any of the other Financing 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Financing Agreement, the GSA, or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Borrower represents, warrants, covenants and agrees as follows:

(a) Borrower shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Borrower all rights of authorship to any copyrighted material in which Borrower has or may subsequently acquire any right or interest.

(b) Borrower shall promptly advise Secured Party of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Borrower.

(c) Section 6.2(P) of the Financing Agreement hereby is incorporated herein as though fully set forth herein, *mutatis mutandis*.

4. General. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements. This Agreement may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Financing Agreement or the GSA, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Financing Agreement and the GSA. This Agreement, the Financing Agreement, the GSA, and the other Financing Documents comprise the entire agreement of the parties with respect to the matters addressed in this Agreement. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Borrower and Secured Party consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

**5. WAIVER OF RIGHT TO JURY TRIAL. SECURED PARTY AND BORROWER EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN SECURED PARTY AND BORROWER; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF SECURED PARTY OR BORROWER OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH SECURED PARTY OR BORROWER; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.**

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.

Address of Grantor:

6710 Bertram Place  
Victoria, British Columbia, Canada V8M 1Z6

Grantor:

IVL TECHNOLOGIES, LTD.

By: *F. Lyle Scott*

Title: *PRESIDENT & CEO*

Name: *FILIP SCOTT*

Address of Secured Party:

3003 Tasman Drive  
Santa Clara, California 95054

Secured Party:

SILICON VALLEY BANK

By: *[Signature]*

Title: *[Signature]*

Form: 3/1/02

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
E/TARGETED VOCAL TRANSFORMATION	6,336,092	01/01/2002
E/METHOD & APPARATUS FOR CHANGING THE TIMBRE AND/OR PITCH OF AUDIO SIGNALS	6,046,395	04/04/2000
E/METHOD & APPARATUS FOR CHANGING THE TIMBRE AND/OR PITCH OF AUDIO SIGNALS	5,986,198	11/16/1999
E/METHOD & APPARATUS FOR CHANGING THE TIMBRE AND/OR PITCH OF AUDIO SIGNALS	5,641,926	06/24/1997
E/METHOD & APPARATUS FOR CHANGING THE TIMBRE AND/OR PITCH OF AUDIO SIGNALS	5,567,901	10/22/1996
E/MUSICAL ENTERTAINMENT SYSTEM; FOR SHIFTING PITCH OF INPUT VOCAL DIGITAL SUNG IN A KARAOKE SYSTEM	5,428,709	06/27/1995
E/METHOD & APPARATUS FOR GENERATING VOCAL HARMONIES	5,301,259	04/05/1994
E/METHOD & APPARATUS FOR GENERATING VOCAL HARMONIES	5,231,671	07/27/1993
M/PITCH DETECTION APPARATUS	4,688,464	08/25/1987
METHOD & APPARATUS FOR CHANGING THE FREQUENCY CONTENT OF AN INPUT SIGNAL & NOISE REDUCTION M&A	09/449,827	
SYSTEM & METHOD FOR PRODUCTIN AN OUTPUT SPECTRUM BY DECOMPOSITION	09/506,796	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ON-KEY KARAOKE	76-378,346	3/4/02
HELICON	2,747,731	8/5/03
ELECTRIX	2,387,532	9/19/00
VIRTUAL VOCALS	2,237,243	4/6/99
DESIGN ONLY	2,237,242	4/6/99
IVL	2,030,097	1/14/97



EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date