

12-15-2003

12-15-03

To the Honorable Commissioner



Original documents or copy thereof.

1. Name of conveying party(ies):

AGILETV CORPORATION

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: December 9, 2003

102622724

Receiving party(ies):

Name: LAUDER PARTNERS LLC, AS AGENT
Address: 767 FIFTH AVE. 40TH FLOOR
City: NEW YORK State: NY Zip: 10153

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: Limited Liability Company, formation state unknown

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)

76/065,493

76/065,461

76/065,454

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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
Name of Person Signing

Signature

December 12, 2003
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

12/16/2003 DBYRNE 00000023 76065493

01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 9, 2003 in favor of Lauder Partners LLC, as agent and on behalf of the Investors (as defined below) ("Agent") by AgileTV Corporation, a Delaware corporation ("Grantor").

RECITALS

A. The Company and certain parties (the "Investors") have entered into a Note and Warrant Purchase Agreement, of even date herewith (the "Purchase Agreement"). In connection with the Purchase Agreement, the Company has executed (or will execute in the future) certain Notes (as defined in the Purchase Agreement) in favor of the Investors. Pursuant to the terms of the Purchase Agreement, the Grantor and the Agent have entered to that Security Agreement dated as of the date of this Agreement (as amended from time to time, the "Security Agreement"). Unless otherwise defined herein, when used herein capitalized terms have the respective meanings assigned to them in the Security Agreement and, if not defined therein, in the Purchase Agreement.

B. In order to induce the Investors to enter into the Purchase Agreement, Grantor wishes and has agreed to secure its obligations to the Investors and Agent under the Purchase Agreement, the Notes the Security Agreement and this Agreement (together with all documents executed by Debtor in connection herewith or therewith, collectively, the "Loan Agreements"), by granting to the Secured Party, as agent for the Investors, a first priority security interest in the Intellectual Property Collateral (as defined below).

C. The Investors are willing to enter into the Loan Agreements, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreements.

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 Agreements and all other agreements now existing or hereafter arising between Grantor and the Investors, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant.

(a) To secure Grantor's obligations to the Investors and Agent under the Loan Agreements and under any other agreement now existing or hereafter arising between Grantor and the Investors (or any of them), Grantor grants and pledges to Agent a security interest in all of Grantor's right, title and interest in, to and under the following (collectively, the "Intellectual Property Collateral"): all present and future (i) patents and patent applications and all patent rights with respect thereto throughout the world (including without limitation all license royalties and proceeds of infringement and other suits, foreign filing rights, and rights to extend such patents and patent rights, and all rights in all patentable inventions, and to file applications for patent under federal patent law or under the laws or regulations of any foreign country (collectively, the "Patents"), (ii) copyrights (whether or not registered with the United States Copyright Office), and all applications for copyright registration (including without limitation, applications for copyright registrations of derivative works and compilations, all license royalties and proceeds of infringement and other suits, foreign filing rights, and rights to extend such copyrights) (collectively, the "Copyrights"), (iii) trademarks and rights and interest which are capable of being protected as trademarks (including without limitation trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and the goodwill related thereto and represented thereby, and applications pertaining thereto, and all rights to register trademark claims under any state or federal trademark law or regulation of any foreign country, and to apply for, renew, and extend trademark registrations and trademark rights, and all proceeds of infringement and other suits, "Trademarks" (iv) all computer programs, software, source codes, object codes, data bases, and processes, and all other intellectual property in which Debtor now has or hereafter creates or acquires any interest, (v) all applications for any of the

foregoing and all licenses with respect to any of the foregoing, and (vi) all products and proceeds (including insurance proceeds) of any of the foregoing.

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

2. Representations and Warranties; Covenants.

(a) True and Complete List. Set forth in (i) Exhibit A is a true and complete list of all registered Copyrights and applications for registrations of Copyrights in which as of the date hereof Grantor holds any interest, (ii) Exhibit B is a true and complete list of all existing patents and letters patent of the U.S. or any other country, all registrations and recordings thereof, and all applications for letters patent, in which as of the date hereof Grantor holds any interest, and (iii) Exhibit C is a true and complete list of all registered trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names and domain names, in which as of the date hereof Grantor holds any interest.

(b) Trade Secrets. Grantor has taken and will continue to take all reasonable steps to protect the secrecy of and preserve its rights and interests in and to all of its trade secrets and other proprietary rights and interests.

(c) No Infringement. To the best of Grantor's knowledge, no material infringement or unauthorized use presently is being made of any of the Intellectual Property Collateral, by any person or entity, and, to the best of Grantor's knowledge, Grantor's use of the Intellectual Property Collateral does not and will not infringe upon the rights or interests of any other person or entity.

(d) Further Identification of Collateral. Grantor will furnish to Agent from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as Agent may reasonably request, all in reasonable detail. Grantor will at its sole expense take such action and cause to be made such filings and recordations as Agent may reasonably request in order to perfect and protect the security interest and the first priority of Agent (for the benefit of the Investors) in and to any and all of the Intellectual Property Collateral, including such filings and recordations as may be necessary or prudent (as determined by Agent) in the United States Copyright Office and the United States Patent and Trademark Office.

3. License. Grantor agrees that, unless an assignment, license or other transfer of Intellectual Property Collateral is prohibited by applicable law or by any contract governing any such Intellectual Property Collateral, Agent (acting on behalf of the Investors) shall have, to the fullest extent permitted under applicable law, a fully paid and royalty free license, exercisable only upon the occurrence and during the continuance of an Event of Default, to use any and all Intellectual Property Collateral as may be reasonably necessary to permit the exercise of any of Agent's rights or remedies with respect to any of the Collateral.

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.

[Signature page follows]

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

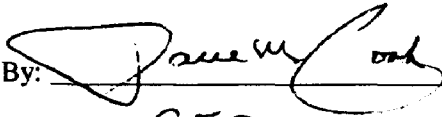
GRANTOR:

AGILETV CORPORATION

Address of Grantor:

333 Ravenswood Avenue
Menlo Park, CA 94025

Attn: Chief Executive Officer

By: 
Title: CEO

[NOTARY ACKNOWLEDGMENT]

SEE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

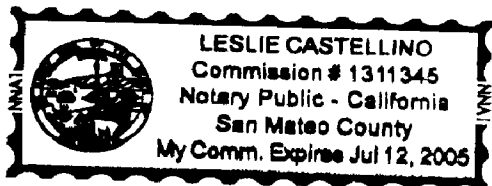
County of San Mateo } ss.

On December 8, 2003, before me, Leslie Castellino Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Paul M. Cook
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Leslie Castellino
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Intellectual Property Security Agreement

Document Date: December 8, 2003 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): CEO.
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: AgileTV Corporation

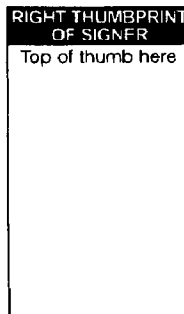


EXHIBIT A

Copyrights

<u>Title</u>	<u>Registered Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE			

EXHIBIT B

Patents

AgileTV Docket #	U.S. Serial #	PCT Serial #	U.S. Filing Date	Type*	U.S. Status	PCT status**	Description
AGLE0001	09/785,375	US01/14760	16-Feb-01	UT	pending	NAT	System & Method of Voice Recognition Near a Wireline Node of a Network Supporting Cable Television and/or Video Delivery
AGLE0003	09/679,115	TBD	4-Oct-00	UT	pending	LAP	System & Method of a Multi-Dimensional Plex Communication Network
AGLE0004	09/811,232	US02/07049	16-Mar-01	UT	pending	LAP	Method, Apparatus & System for Video Delivery Using Head-End Pass Through
AGLE0005	09/664,874	n/a	19-Sep-00	UT	pending	none	Increased Bandwidth in Aloha-Based Frequency Hopping Transmission Systems
AGLE0006	09/740,631	TBD	18-Dec-00	UT	pending	LAP	Method & Processor Engine Architecture for the Delivery of Dynamically Compressed Audio & Video Content Over a Broadband Network
AGLE0007	09/740,684	TBD	18-Dec-00	UT	pending	N/A	Method & Processor Engine Architecture for the Delivery of Audio & Video Content Over a Broadband Network
AGLE0008	09/661/486	n/a	14-Sep-00		pending	LAP	N-Way Demultiplexer
AGLE0015	6,480,703	TBD	7-Nov-00	UT	issued	LAP	Common Carrier Multiple Output RF Upconverter
AGLE0019	09/844,162	US02/11933	27-Apr-01	UT	pending	none	Optimized MPEG2 Encoding for Computer Generated Output
AGLE0022	09/834,852	n/a	12-Apr-01	UT	pending	none	Human-Augmented, Automatic Speech Recognition Engine
AGLE0023	09/834,525	n/a	12-Apr-01	UT	pending	none	Fault Tolerance Mechanisms to Adapt to Elevated Temperature Conditions
AGLE0025	09/834,524	n/a	12-Apr-01	UT	pending	none	Distributed Restart in a Multiple Processor System
AGLE0027	09/909,774	TBD	19-Jul-01	UT	pending	none	Multi-Dimensional Integrated Circuit Connection Network Using LDT
AGLE0028	09/910,096	TBD	19-Jul-01	UT	pending	none	Server Farm Formed of Systems on a Chip
AGLE0031	10/140,583	n/a	7-May-02	UT	pending	none	Method for High-Speed Data Transfer Across LDT and PCI Buses
AGLE0032	10/338,441	n/a	7-Jan-03	UT	pending	NYD	Fast Booting of a Plex Array
AGLE0034	09/929,901	n/a	14-Aug-01	UT	pending	none	Data Transfer Algorithm That Does Not Require High Latency Read Operations
AGLE0041	10/338,591	n/a	7-Jan-03	UT	pending	NYD	Method & Apparatus for Voice Control of a Television Control Device
AGLE0043	09/953,543	n/a	14-Sep-01	UT	pending	none	Method & Apparatus for Increasing Latency in a Data Transmission Scheme Which Employs the Aloha Protocol to Thereby Improve Bandwidth Efficiency
AGLE0049	09/999,515	n/a	24-Oct-01	UT	pending	none	System & Method for Speech Activated Navigation

AgileTV Docket #	U.S. Serial #	PCT Serial #	U.S. Filing Date	Type*	U.S. Status	PCT status**	Description
AGLE0050	10/260,906	TBD	30-Sep-02	UT	pending	PCT	Global Speech User Interface
AGLE0061	(unassigned)	n/a	30-Oct-03	UT	pending	none	Speech Controlled Access to Content on a Presentation Medium
AGLE0062 PR	60/483,268	n/a	26-Jun-03	PR	pending	NYD	Improvements in Voice Content of Media Delivery System
AGLE0063 PR	(unassigned)	n/a	18-Sep-03	PR	pending	NYD	Improvements in Voice Content of Media Delivery System

* UT = Utility, PR = Provisional

** NYD = Not Yet Due, PCT = PCT phase, NAT = National Phase, LAP = Lapsed

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Registered Owner</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AGILETV	AgileTV Corporation	76065454	June 6, 2000
AGILETV (with star logo)	AgileTV Corporation	76065493	June 6, 2000
STAR LOGO	AgileTV Corporation	76065461	June 6, 2000