

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Reassignment and Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LAUDER PARTNERS LLC as Collateral Agent for itself and certain other lenders		05/11/2005	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	AGILETV CORPORATION		
Street Address:	333 RAVENSWOOD AVENUE		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76065454	AGILETV	
Serial Number:	76065493	AGILETV	
Serial Number:	76065461		
CORRESPONDENCE DATA			
Fax Number:	(858)677-1401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-638-6717		
Email:	Erin.OBrien@dlapiper.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	4365 Executive Drive		
Address Line 2:	Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Erin O'Brien		

CH \$90.00 76065454

Signature:

/Erin O'Brien/

Date:

05/11/2005

Total Attachments: 5

source=agile#page1.tif

source=agile#page2.tif

source=agile#page3.tif

source=agile#page4.tif

source=agile#page5.tif

REASSIGNMENT AND RELEASE OF SECURITY INTEREST

This Reassignment and Release of Security Interest is made as of May 11, 2005 by LAUDER PARTNERS LLC ("AGENT"), as Collateral Agent for itself and certain other lenders ("LENDERS") in favor of AGILETV CORPORATION, a Delaware corporation, with its principal place of business at 333 Ravenswood Avenue, Menlo Park, CA 94025 ("COMPANY").

Recitals

WHEREAS, LENDERS made certain loans to COMPANY pursuant to a Note and Warrant Purchase Agreement dated as of December 9, 2003, as may have been amended (the "Purchase Agreement"), as evidenced by notes issued thereunder (collectively, the "Notes"); and

WHEREAS, to secure its obligations to LENDERS under the Purchase Agreement and Notes, COMPANY granted a security interest in and assigned certain interests in the patents on Exhibit A (the "Patents") and in the trademarks on Exhibit B (the "Trademarks"), to LENDERS under a Security Agreement and an Intellectual Property Security Agreement, each dated as of December 9, 2003 and each as may have been amended (collectively, the "Security Agreements") and recorded with the patent division of the U.S. Patent and Trademark Office on December 12, 2003 at Reel Number 014782 and Frame Number 0717 and with the trademark division of the U.S. Patent and Trademark Office on December 15, 2003 at Reel Number 2879 and Frame Number 0282; and

WHEREAS, AGENT agreed to act as Collateral Agent for LENDERS pursuant to that certain Collateral Agency Agreement dated as of December 9, 2003 among AGENT, LENDERS and COMPANY; and

WHEREAS, COMPANY has satisfied its obligations under the Purchase Agreement, the Notes and the Security Agreements, and AGENT, on behalf of all LENDERS, agrees to terminate and to release all interest that LENDERS may have in the Patents and Trademarks.


Agreement

NOW, THEREFORE, AGENT, on behalf of all LENDERS, hereby terminates and releases the security interest in the Patents and Trademarks granted to LENDERS and reassigns to COMPANY, without warranty or recourse, all interest of LENDERS in the Patents and Trademarks. This instrument shall constitute AGENT's authorization to COMPANY and its agents to file and record all appropriate instruments and documents with the U.S. Patent and Trademark Office and elsewhere evidencing this termination, release and reassignment, and AGENT agrees to execute and deliver to COMPANY, on behalf of all LENDERS, any and all further agreements, instruments, certificates and other documents reasonably requested by COMPANY to effectuate this termination, release and reassignment. AGENT hereby represents and warrants to COMPANY that AGENT has not filed any instruments or other documents

evidencing the security interest in the Patents and Trademarks other than with the U.S. Patent and Trademark Office and the Office of the Secretary of State of the State of Delaware.

AGENT:

LAUDER PARTNERS LLC,
As Collateral Agent

By: 
Name: _____
Title _____

Address: 767 Fifth Ave., 40th Floor
New York, NY 10153

PA110406572.2
352419-900000

05/10/2005 TUE 15:29 [TX/RX NO 7281] 008

TRADEMARK
REEL: 003081 FRAME: 0559

EXHIBIT A

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
AGLE0033	10/338,443	n/a	7-Jan-03	UT	pending	NYD	Fast Booting of a Plex Array

AgileTV Docket #	U.S. Serial #	PCT Serial #	U.S. Filing Date	Type*	U.S. Status	PCT status**	Description
2	1						
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
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
AGLE0062PR	60/483,268	n/a	26-Jun-03	PR	pending	NYD	Improvements in Voice Content of Media Delivery System
AGLE0063PR	(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 B

Trademarks

<u>Mark</u>	<u>Registered Owner</u>	<u>Application Number</u>	<u>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