

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wideorbit, Inc.		08/11/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3000 Sand Hill Road		
Internal Address:	Building 1, Suite 240		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2857976	MORNING EDGE	
CORRESPONDENCE DATA			
Fax Number:	(415)393-2286		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-393-2000		
Email:	kiran.jain@bingham.com		
Correspondent Name:	Kiran C. Jain, Bingham McCutchen LLP		
Address Line 1:	Three Embarcadero Center		
Address Line 2:	Suite 1800		
Address Line 4:	San Francisco, CALIFORNIA 94111-4067		
NAME OF SUBMITTER:	Mary Dougherty		
Signature:	/Mary Dougherty/		
Date:	08/22/2005		

CH \$40.00 2857976

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 11, 2005 by and between SILICON VALLEY BANK ("Bank") and WIDEORBIT, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated August __, 2005 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

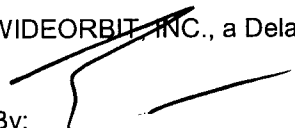
This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which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

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.

GRANTOR:

Address of Grantor:

WIDEORBIT INC., a Delaware corporation

By:  _____

Attn: _____

Title: Eric Mathewson, CEO 8/11/05

BANK:

Address of Bank:

SILICON VALLEY BANK

By: _____

Attn: _____

Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

Patent pending - No # or registration date
application # : 10217383

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Morning Edge	2,857,976	6/29/04

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36 and 38

United States Patent and Trademark Office

Reg. No. 2,857,976

Registered June 29, 2004

**TRADEMARK
PRINCIPAL REGISTER**

MORNING EDGE

WIDEORBIT (DELAWARE CORPORATION)
535 PACIFIC #400
SAN FRANCISCO, CA 94133

SPOTS AT A BROADCAST STATION OR NETWORK, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 11-1-2002; IN COMMERCE 11-26-2002.

FOR: DOWNLOADABLE ELECTRONIC PUBLICATION, NAMELY, SOFTWARE-GENERATED REPORT THAT DELIVERS SUMMARIZED AND SPECIFIC DATA ON THE PRICING AND SALE OF

SER. NO. 78-233,944, FILED 4-4-2003.

ALICE SUE CARRUTHERS, EXAMINING ATTORNEY