

06-27-2005

FORM PTO-1594

RECORD
TR

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

6-22-05



103028580

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Vela Research, LP

- 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
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: April 26, 2005

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)

B. Trademark No.(s)

2,916,071

2,553,147

2,649,764

2,241,245

2,144,590

Additional numbers attached? Yes No

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: 5

7. Total fee (37 CFR 3.41): \$140

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.

Manibel Higuareda
Name of Person Signing

Manibel Higuareda
Signature

6/16/05
Date

Janice Chwa

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

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

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

2005 JUN 22 AM 8:49
OPR/FINANCE

06/24/2005 ECOOPER 00000271 2916071

40.00 PP

024488571

TRADEMARK
REEL: 003184 FRAME: 0778

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 26, 2005 by and between SILICON VALLEY BANK ("Bank") and VELA RESEARCH LP ("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 April 26, 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:

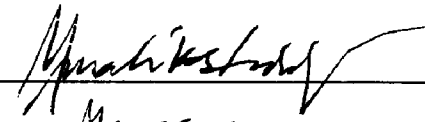
Address of Grantor:

VELA RESEARCH LP

5733 Myerlake Circle
Clearwater, Florida 33760

By: Vela General Partner LLC
Its: General Partner

Attn: Mike Reddy

By:  4/26/05
Title: Manager

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: _____

Attn: _____

Title: _____

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:

VELA RESEARCH LP

5733 Myerlake Circle
Clearwater, Florida 33760

By: Vela General Partner LLC
Its: General Partner

Attn: Mike Reddy

By: _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: William L. Yang

Title: VICE PRESIDENT

Attn: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Owner Name

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>	<u>Status</u>	<u>Country</u>
MEDIAADVANTAGE	2916071	01/04/2005	Registered	USA
CINECAST	2553147	03/26/2002	Registered	USA
VELA	2649764	11/12/2002	Registered	USA
CINEVIEW	2241245	04/20/1999	Registered	USA
ARGUS	2144590	03/17/1998	Registered	USA
SPECTRUM	N/A	N/A	N/A	USA
RAPIDPLAYBACK	75/674235	04/05/1999	Abandoned	USA
RAPIDEDIT	75/674234	04/05/1999	Abandoned	USA
RAPIDRECORD	75/674236	04/05/1999	Abandoned	USA
RAPIDBROWSER	75/674233	04/05/1999	Abandoned	USA
THE WAVE OF THE FUTURE	2061283	05/13/1997	Cancelled	USA
VELA RESEARCH & Design	1957681	02/20/1996	Cancelled	USA
VELA RESEARCH & Design	1964032	03/26/1996	Cancelled	USA
VELA RESEARCH & Design	2034320	01/28/1997	Cancelled	USA
VELA	TBD	TBD	Pending	CTM
VELA	99,787,029	4/12/2002	Registered	France
VELA	29373	4/22/1999	Pending	Turkey
VELA	2215825	2/12/1999	Pending	Spain
VELA RESEARCH & Design	457,134	5/3/1996	Registered	Canada
VELA RESEARCH & Design	8/28/1995	39,535,102	Abandoned	Germany
VELA RESEARCH & Design	1,470	6/13/1997	Abandoned	Italy
VELA RESEARCH & Design	3,317,768	5/30/1997	Abandoned	Japan
VELA RESEARCH & Design	1996-0019198	10/17/1997	Abandoned	Korea
VELA RESEARCH & Design	310,718	3/29/1996	Abandoned	SE
VELA RESEARCH & Design	727,777	9/15/1996	Registered	Taiwan
VELA RESEARCH & Design	654,972	5/3/1996	Abandoned	Australia
VELA RESEARCH & Design	2,019,384	5/31/1996	Abandoned	UK

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date