

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
Ensequence, Inc.		04/15/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CYMI Technologies, LLC
Street Address:	6450 Sand Lake Road
Internal Address:	Suite 200
City:	Dayton
State/Country:	OHIO
Postal Code:	45414
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3238994	Q
Registration Number:	3297311	ENSEQUENCE
Registration Number:	2982835	ON-Q
Registration Number:	2969738	ON-Q
Registration Number:	3603625	TV IS NEW AGAIN
Registration Number:	3603623	TV IS NEW AGAIN
Serial Number:	77656615	ENSEQUENCE CREATE
Serial Number:	77656613	ENSEQUENCE PLAYER
Serial Number:	77656583	ENSEQUENCE ITV MANAGER
Registration Number:	3556137	ENSEQUENCE
Registration Number:	3552846	ENSEQUENCE
Serial Number:	77327514	ON · Q
Serial Number:	77327458	TV IS NEW AGAIN

CH \$415.00 3238994

Registration Number:	2832645	TVSCRIPT
Registration Number:	2860741	ENSEQUENCE
Registration Number:	2860738	ENSEQUENCE

CORRESPONDENCE DATA

Fax Number: (212)547-5444
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 547-5400
Email: jsbrown@mwe.com
Correspondent Name: David Cohen
Address Line 1: McDermott Will & Emery LLP
Address Line 2: 340 Madison Avenue
Address Line 4: New York, NEW YORK 10173-1922

ATTORNEY DOCKET NUMBER:	071176-0010
NAME OF SUBMITTER:	David Cohen
Signature:	/David Cohen/
Date:	04/15/2009

Total Attachments: 6
source=IPSecurityAgreement#page1.tif
source=IPSecurityAgreement#page2.tif
source=IPSecurityAgreement#page3.tif
source=IPSecurityAgreement#page4.tif
source=IPSecurityAgreement#page5.tif
source=IPSecurityAgreement#page6.tif

ENSEQUENCE, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of April 15, 2009, is made by Ensequence, Inc., a Delaware corporation ("Grantor"), and CYMI Technologies, LLC, an Ohio limited liability company (the "Lender").

RECITALS

A. Pursuant to (i) that certain Security Agreement (the "Security Agreement"), (ii) that certain Note (the "Note"), and (iii) that certain Note Purchase Agreement (the "NPA" and, together with the Security Agreement and Note, the "Loan Documents"), in each case of even date herewith by and between Grantor and Lender, Lender has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantor.

B. In order to induce Lender to enter into the Loan Documents, Grantor has agreed to execute and deliver this Agreement to Lender. These recitals shall be construed as part of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined in the Loan Documents shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Delaware Uniform Commercial Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the obligations of Grantor under the Loan Documents, Grantor hereby grants, mortgages and pledges to Lender a security interest upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or divisions of Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):

(a) all copyrights, patents, trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Exhibit A hereto,

(b) all reissues, continuations or extensions of the foregoing; and

(c) all proceeds of the foregoing.

3. Authorization. Grantor hereby authorizes and requests that the Commissioner of the United States Patent & Trademark Office, Assignment Services Branch, and any other applicable governmental officer, record this Agreement.

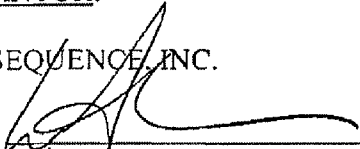
4. Loan Documents. The lien granted pursuant to this Agreement is granted in conjunction with the liens granted to Lender pursuant to the Security Agreement and is subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the liens granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

GRANTOR:

ENSEQUENCE, INC.

By: 
Name: WAYNE GEENAN
Title: CEO

Address: 111 SW 5th Avenue
Suite 1400
Portland, Oregon 97204
Attn: GEORGE GEENAN

Fax: 503-416-3801

Acknowledged by:

LENDER:

CYMI TECHNOLOGIES LLC

By: _____
Dave Osborne
Vice President and Secretary

Address: 6450 Sand Lake Road
Suite 200
Dayton, Ohio 45414
Attn: Dave Osborne

Fax: 937-264-7876

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

GRANTOR:

ENSEQUENCE, INC.

By: _____
Name: _____
Title: _____

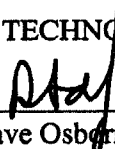
Address: 111 SW 5th Avenue
Suite 1400
Portland, Oregon 97204
Attn: _____

Fax: 503-416-3801

Acknowledged by:

LENDER:

CYMI TECHNOLOGIES LLC

By:  _____
Dave Osborne
Vice President and Secretary

Address: 6450 Sand Lake Road
Suite 200
Dayton, Ohio 45414
Attn: Dave Osborne

Fax: 937-264-7876

EXHIBIT A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Application No.	File Date	Title
11/200,957 US	8/10/05	Methods and systems for achieving transition effects with MPEG-encoded picture content
11/200,914 US	8/10/05	Flexible use of MPEG encoded images
10/908,545 US	5/16/05	Methods and systems for repositioning MPEG image content without recording
10/934,322 US	9/3/04	Methods and systems for efficient behavior generation in software application development tool
10/928,658 US	8/26/04	Compile-time code validation based on configurable virtual machine
10/427,344 US	4/30/03	Efficient method and system for delivering resources in broadcast environment
10/427,343 US	4/30/03	Method and system for flexible time-based control of application appearance and behavior
10/427,255 US	4/30/03	Method and system for providing flexible time-based control of application appearance and behavior
10/066,144 US	1/31/02	Animated screen object for annotation and selection of video sequences
EP1725044	11/22/06	Flexible use of MPEG encoded images
EP1725042	11/22/06	Fade frame generating for MPEG compressed video data
EP1725043	11/22/06	Selection of and access to MPEG sub-frames without re-encoding
EP1632850	3/8/06	Method and system for generating and automatically storing the definitions of states related to the appearance and behavior of programming elements in a software application development tool
EP1380945	1/14/04	Method and system for flexible time-based control of application appearance and behaviour
EP1380944	1/14/04	Method and system for automatic control of graphical computer application appearance and execution
EP1239672	9/11/02	Animated screen object for annotation and selection of video sequences

*An additional patent application is in process/filed with the USPTO and is not yet published.

**Ensequence, Inc.
Issued Patents**

Patent No.	Issue Date	Title
US7,460,037	12/2/08	Method and apparatus for replacing a portion of a first digital signal with a second digital signal
US7,430,718	9/30/08	Configurable interface for template completion
US7,260,782	8/21/07	Method and system for generating flexible time-based control of application appearance and behavior
US7,231,630	6/12/07	Method and system automatic control of graphical computer application appearance and execution

Ensequence, Inc. Trademarks			
Serial No (SN)/ Reg. No.(RN)	Filing date /Issuance date	Trademark	Notes
78710440 SN	9/9/05	Q [stylized]	
3238994 RN	5/8/07		
78710430 SN	9/9/05	ENSEQUENCE [stylized]	
3297311 RN	9/25/07		
78173211 SN	10/10/02	ON-Q [Design]	
2982835 RN	8/9/05		
78173204 SN	10/10/02	ON-Q	
2969738 RN	7/19/05		
77327472 SN	11/12/07	TV IS NEW AGAIN	
3603625 RN	4/7/09		
77327429 SN	11/12/07	TV IS NEW AGAIN	
3603623 RN	4/7/09		
77656615 SN	1/26/09	ENSEQUENCE CREATE	
77656613 SN	1/26/09	ENSEQUENCE PLAYER	
77656583 SN	1/26/09	ENSEQUENCE ITV MANAGER	
77327486 SN	11/12/07	ENSEQUENCE	IC: 035; US 100, 101 &102
3556137 RN	1/6/09		
77327500 SN	11/12/07	ENSEQUENCE	IC: 042; US 100, 101
3552846 RN	12/30/08		
77327514 SN	11/12/07	ON · Q [Design]	
77327458 SN	11/12/07	TV IS NEW AGAIN	Published for Opposition: 4/22/08
76376611 SN	2/27/02	TVSCRIPT	
2832645 RN	4/13/04		
76330972 SN	10/25/01	ENSEQUENCE [Design]	
2860741 RN	7/6/04		
76330388 SN	10/25/01	ENSEQUENCE	
2860738 RN	7/6/04		