

INTELLECTUAL PROPERTY SECURITY AGREEMENT

09-15-11

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and VERISMO NETWORKS, INC. ("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 the Effective Date (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 caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1451 Grant Road, #200
Mountain View, CA 94040

Attn:

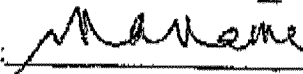
Address of Bank:

2400 Hanover Street
Palo Alto, CA 94304

Attn: Chris Moniz

GRANTOR:

VERISMO NETWORKS, INC.

By: 

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused 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:

VERISMO NETWORKS, INC.

1451 Grant Road, #200
Mountain View, CA 94040

By: _____

Attn:

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

2400 Hanover Street
Palo Alto, CA 94304

By: Matthew Magill

Attn: Chris Moriz

Title: RM

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM AND METHOD FOR AN INTERNET TELEVISION REMOTE CONTROL	12200932	08/29/2008
SYSTEM AND METHOD FOR SOCIAL NETWORKING USING AN INTERNET TELEVISION	13/193,628	07/29/2011
MULTIMEDIA GATEWAY FOR USE IN A NETWORKED HOME ENVIRONMENT	12/980,393	12/29/2010
UNIFIED USER INTERFACE FOR VIEWING DESIRED MULTI-MEDIA CONTENT ON AN INTERNET TELEVISION	13/192,486	07/28/2011
SYSTEM AND METHOD FOR DELIVERING MULTIMEDIA CONTENT USING A CELLULAR NETWORK	61/433,200	01/15/2011

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Serial Number</u>
VERISMO	3700972	77584777
VERISMO	3694991	77591083
Watch the world	3792998	77644935