

08-07-2001



8-201

101802394
**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks. Please record the attached original document(s) or copy (ies).

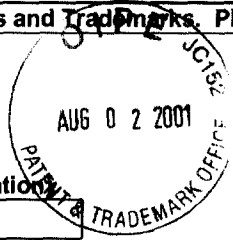
Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #



Conveyance Type

Assignment

License

Merger

Security Agreement

Change of Name

Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1)

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Execution Date
Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

08/06/2001 BTM11 00000170 09344358

FOR OFFICE USE ONLY

01 EC:581 200.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the date needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone
Number

703-456-8578

Name Barbara Smiley

Address (line 1) Cooley Godward LLP

Address (line 2) 11951 Freedom Drive

Address (line 3) Reston Town Center

Address (line 4) Reston, VA 20190-5601

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

16

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

09/344358

09/860671

09/820347

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT US00/16295

PCT US01/08630

Number of Properties

Enter the total number of properties involved.

5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 200.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account of if additional fees can be charged to the account.)

Deposit Account Number:

50-1283

Authorization to charge additional fees: Yes

No

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. Charges or deposit account are authorized, as indicated herein.

Barbara P. Smiley
Name of Person Signing

Barbara P. Smiley
Signature

July 30, 2001
Date

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

FORM PTO-1619C

Expires 06/30/99
OMB 0651-0027

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Name (line 1)		Execution Date Month Day Year
Name (line 2)		Execution Date Month Day Year
Name (line 1)		Execution Date Month Day Year
Name (line 2)		Execution Date Month Day Year
Name (line 1)		Execution Date Month Day Year
Name (line 2)		

Receiving Party(ies)

Mark if additional names of receiving parties attached

Enter Additional Receiving Party(ies)

Name (line 1)	SOFINOV, Societe Financiere D'Innovation Inc.		<input checked="" type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
Name (line 2)			
Address (line 1)	1801 McGill College Avenue		
Address (line 2)	13 th Floor		
Address (line 3)	Montreal City	Quebec (Canada) State/Country	H3A 2N4 Zip Code
Name (line 1)	Michael Hewins		<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
Name (line 2)			
Address (line 1)	3030 K Street, N.W.		
Address (line 2)	Apartment 113		
Address (line 3)	Washington City	DC/U.S.A. State/Country	20007 Zip Code

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		

**RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY**

U.S. Department of Commerce
Patent and Trademark Office
PATENT

FORM PTO-1619C

Expires 06/30/99
OMB 0651-0027

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Name (line 1)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 2)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 1)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 2)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 1)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 2)	<input type="text"/>		

Receiving Party(ies)

Mark if additional names of receiving parties attached

Enter Additional Receiving Party(ies)

Name (line 1)	<input type="text" value="J. Randolph German"/>			<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
Name (line 2)	<input type="text"/>			
Address (line 1)	<input type="text" value="12706 Young Lane"/>			
Address (line 2)	<input type="text"/>			
Address (line 3)	<input type="text" value="N. Potomac"/> City	<input type="text" value="MD/U.S.A."/> State/Country	<input type="text" value="20878"/> Zip Code	
Name (line 1)	<input type="text" value="Dave M. Muchnikoff"/>			<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
Name (line 2)	<input type="text"/>			
Address (line 1)	<input type="text" value="8828 Camden Street"/>			
Address (line 2)	<input type="text"/>			
Address (line 3)	<input type="text" value="Alexandria"/> City	<input type="text" value="VA/U.S.A."/> State/Country	<input type="text" value="22308"/> Zip Code	

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

UNITED STATES DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

DESIGNATION OF DOMESTIC REPRESENTATIVE

Cooley Godward LLP, whose full post office address is One Freedom Square, Reston Town Center, 11951 Freedom Drive, Reston, Virginia, 20190-5601, U.S.A., is hereby designated as SOFINOV, Societe Financiere D'Innovation Inc.'s representative upon whom notice or process in proceedings affecting the following applications and patents may be served.

09/344358

09/860671

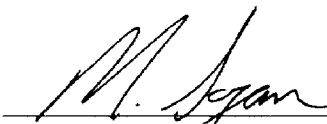
09/820347

PCT US00/16295

PCT US01/08630

COOLEY GODWARD LLP

JULY 30, 2001


MICHAEL P. SAGAN
Attorneys for SOFINOV,
Societe Financiere D'Innovation Inc.
One Freedom Square
Reston Town Center
11951 Freedom Drive
Reston, VA 20190-5601
(703) 456-8000

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 19, 2001 by and between SPACEVEST II, L.P., a Delaware limited partnership; SOFINOV, SOCIÉTÉ FINANCIÈRE D'INNOVATION INC., a Québec corporation; MICHAEL HEWINS; J. RANDOLPH GERMAN; and DAVE M. MUCHNIKOFF, individually (collectively, the "*Lenders*") and ASTROVISION INTERNATIONAL INC., a Delaware corporation ("*Grantor*").

RECITALS

A. The Lenders have 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 Note and Warrant Purchase Agreement by and between the Lenders and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Purchase Agreement*").

B. As security for the Loans, Grantor has granted the Lenders a security interest in certain collateral of Grantor pursuant to the terms of that certain Security Agreement of even date herewith executed by Grantor in favor of the Lenders (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"). Capitalized terms used herein are used as defined in the Purchase Agreement and Security Agreement.

C. The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Purchase Agreement and the Notes.

D. Pursuant to the terms of the Purchase Agreement and Security Agreement, Grantor has granted to the Lenders 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 Purchase Agreement, Notes and all other agreements now existing or hereafter arising between Grantor and the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Notes and the Purchase Agreement, Grantor grants and pledges to the Lenders 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 and Trademarks listed on Schedules A, B and C 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 the Lenders under the Security Agreement. The rights and remedies of the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, Notes, Purchase Agreement and the other loan documents, and those which are now or hereafter available to the Lenders as a matter of law or equity. Each right, power and remedy of the Lenders provided for herein or in the Security Agreement, Purchase Agreement, Notes or any other loan documents, 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 the Lenders of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement, Purchase Agreement, Notes 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 the Lenders, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[SIGNATURE PAGE FOLLOWS]

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:

8120 Woodmont Avenue, Suite 210

Bethesda, Maryland 20814

Attn: Michael Hewins

ASTROVISION INTERNATIONAL, INC.

By: *Michael Hewins*

Printed Name: Michael Hewins

Title: President and CEO

THE LENDERS:

SPACEVEST II, L.P.,
a Delaware limited partnership

By: SpaceVest Partners II, L.P.,
a Delaware limited partnership

By: SpaceVest Partners II, L.L.C.,
a Delaware limited liability corporation

By: _____

Name: _____

Title: _____

SOFINOV, SOCIÉTÉ FINANCIÈRE
D'INNOVATION INC.

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Address of Lender:

11911 Freedom Drive, Suite 500

Reston, VA 20190

Attn: Roger Widing, Esquire

Address of Lender:

1801 Avenue McGill College, 13th floor

Montreal, Quebec H3A 2N4 (Canada)

Attn: Julie Tremblay, Esquire

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:

1155 15th Street, NW, Suite 502

Washington, DC 20005

Attn: _____

ASTROVISION INTERNATIONAL, INC.

By: _____

Title: _____

THE LENDERS:

SPACEVEST II, L.P.,
a Delaware limited partnership

By: SpaceVest Partners II, L.P.,
a Delaware limited partnership

By: SpaceVest Partners II, L.L.C.,
a Delaware limited liability corporation

By: _____

Name: _____

Title: _____

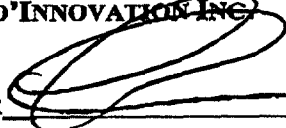
Address of Lender:

11911 Freedom Drive, Suite 500

Reston, VA 20190

Attn: Roger Widing, Esquire

SOFINOV, SOCIÉTÉ FINANCIÈRE
D'INNOVATION INC.

By:  _____

Printed Name: LUC CHARRON

Title: _____

By:  _____

Printed Name: EDWARD SLOAT

Title: DIRECTOR

Address of Lender:

1801 Avenue McGill College, 13th Floor

Montreal, Quebec H3A 2N4 (Canada)

Attn: Julie Tremblay, Esquire

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:

1155 15th Street, NW, Suite 502

Washington, DC 20005

Attn: _____

ASTROVISION INTERNATIONAL, INC.

By: _____

Title: _____

THE LENDERS:

SPACEVEST II, L.P.,
a Delaware limited partnership

By: SpaceVest Partners II, L.P.,
a Delaware limited partnership

By: SpaceVest Partners II, L.L.C.,
a Delaware limited liability corporation

By: Frank A. DeBello

Name: FRANK A. DEBELLO

Title: MANAGING DIRECTOR

SOFINOV, SOCIÉTÉ FINANCIÈRE
D'INNOVATION INC.

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Address of Lender:

11911 Freedom Drive, Suite 500

Reston, VA 20190

Attn: Roger Widing, Esquire

Address of Lender:

1801 Avenue McGill College, 13th Floor

Montreal, Quebec H3A 2N4 (Canada)

Attn: Julie Tremblay, Esquire

07-17-01 13:54 From-SF&T

+2026820355

T-928 P.02 F-582

07/16/2001 17:09 3019685038

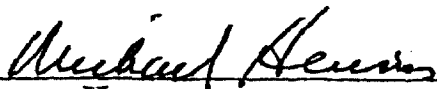
ASTROVISION

PAGE 05

07-16-01 16:52 From-SF&T

+2026820355

T-912 P.05/08 F-565



MICHAEL HEWINS



J. RANDOLPH GERMAN

Address of Lender:

3030 K Street, N.W., Apt. 113

Washington, D.C. 20007

Address of Lender:

12706 Young Lane

N. Potomac, MD 20878

DAVE M. MUCHNIKOFF

Address of Lender:

8828 Camden Street

Alexandria, VA 22308

103414 VI/RE
27SM011.DOC

[SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

07/17/2001 TUE 14:02 [PT/PT-NO 7010] 002

PATENT
REEL: 012035 FRAME: 0694

MICHAEL HEWINS

Address of Lender:

3030 K Street, N.W., Apt. 113

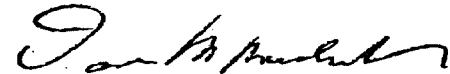
Washington, D.C. 20007

J. RANDOLPH GERMAN

Address of Lender:

12706 Young Lane

N. Potomac, MD 20878



DAVE M. MUCHNIKOFF

Address of Lender:

8828 Camden Street

Alexandria, VA 22308

EXHIBIT A
COPYRIGHTS

103414 v1/RE
27SM01!.DOC

PATENT
REEL: 012035 FRAME: 0696

EXHIBIT B

PATENTS

REGISTERED INTELLECTUAL PROPERTY

UNREGISTERED INTELLECTUAL PROPERTY

EXHIBIT C
TRADEMARKS

US PATENT APPLICATIONS

Case #	USPTO Serial No.	Title
167664-US	09/344,358	DIRECT BROADCAST IMAGING SATELLITE SYSTEM APPARATUS AND METHOD FOR PROVIDING REAL-TIME, CONTINUOUS MONITORING OF EARTH FROM GEOSTATIONARY EARTH ORBIT

Type	Status
Utility	Allowed

206114-US	09/860,671	DIRECT BROADCAST IMAGING SATELLITE SYSTEM APPARATUS AND METHOD FOR PROVIDING REAL-TIME, CONTINUOUS MONITORING OF EARTH FROM GEOSTATIONARY EARTH ORBIT
-----------	------------	---

Type	Status
Utility	Allowed

203283-US	09/820,347	DIRECT BROADCAST IMAGING SATELLITE SYSTEM APPARATUS AND METHOD FOR PROVIDING REAL-TIME, CONTINUOUS MONITORING OF EARTH FROM GEOSTATIONARY EARTH ORBIT AND RELATED SERVICES
-----------	------------	--

Type	Status
Utility	Pending

INTERNATIONAL PATENT APPLICATIONS

192133-WO	PCT/US00/16295	DIRECT BROADCAST IMAGING SATELLITE SYSTEM APPARATUS AND METHOD FOR PROVIDING REAL-TIME, CONTINUOUS MONITORING OF EARTH FROM GEOSTATIONARY EARTH ORBIT
-----------	----------------	---

Type	Status
PCT	Pending

203283-WO	PCT/US01/08630	DIRECT BROADCAST IMAGING SATELLITE SYSTEM APPARATUS AND METHOD FOR PROVIDING REAL-TIME, CONTINUOUS MONITORING OF EARTH FROM GEOSTATIONARY EARTH ORBIT AND RELATED SERVICES
-----------	----------------	--

Type	Status
PCT	Pending

TRADEMARK APPLICATIONS

191253-US	75/926,009	Have you seen your planet today?
191254-US	76/054,775	AV & Design
191255-US	76/054,774	Heavy Weather
191256-US	76/054,773	AVI
191257-US	76/054,776	Astrovision
191258-US	75/926,008	We look down on everyone/we look down on everybody
191259-US	75/926,007	We look down on everybody
197637-US	76/131,565	Astrovision.com
198812-US	76/149,627	We are changing the way people look at the world
198813-US	76/149,628	AVII
200315-US	76/172,983	Live Earth

Pending
Pending
Pending
Pending
Pending
Pending
Pending
Pending
Pending
Pending
Pending