

07-11-2002

Page 1 of 2

Form PTO-1696 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings $\Rightarrow \Rightarrow \Rightarrow$		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
102143657			
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): Y MEDIA CORPORATION  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>ENTERPRISE PARTNERS ANNEX FUND</u> <u>IV, L.P.</u> Internal Address: _____  Street Address: <u>2223 Avenida de la Playa,</u> <u>Suite 300</u> City: <u>La Jolla</u> State: <u>CA</u> Zip: <u>92037</u> Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>April 5, 2002</u>			
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) <u>09/496,607;</u> <u><del>09/495,971</del></u> ; <u>09/495,971</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		B. Patent No.(s) _____	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Jason L. Kent</u> Internal Address: <u>Cooley Godward LLP</u>  Street Address: <u>4401 Eastgate Mall</u>  City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92121-1909</u>		6. Total number of applications and patents involved: <input checked="" type="checkbox"/> 8 7. Total fee (37 CFR 3.41).....\$ <u>360.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> 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. <u>JASON L. KENT</u> Name of Person Signing  <u>Jason Kent</u> Signature  <u>04/09/02</u> Date			

05/02/2002 BYRNE

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Total number of pages including cover sheet, attachments, and documents: 15

 Documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignments  
 Washington, D.C. 20231

Continuation of Recordation Form Cover Sheet – Page 2 of 2

Space 2: Names and address of receiving party(ies):

ENTERPRISE PARTNERS ANNEX FUND IV-A, L.P.  
2223 Avenida de la Playa, Suite 300  
La Jolla, CA 92037

TECHFUND CAPITAL II, L.P.  
200 W. Evelyn Avenue, Suite 100  
Mountain View, CA 94041

Space 4: Application number(s) or patent number(s)

09/496,533  
09/496,364  
09/659,355  
09/579,789  
09/588,091  
60/268,134

**Y MEDIA CORPORATION**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is made as of April 5, 2002, by and between Y MEDIA CORPORATION, a Delaware corporation ("*Grantor*"), and each of the entities listed on Exhibit A hereto (each a "*Secured Party*"; collectively the "*Secured Parties*"), as such exhibit may be amended from time to time pursuant to the terms of the Purchase Agreement (defined below).

**RECITALS**

WHEREAS, Grantor has executed and delivered a Secured Convertible Promissory Note dated as of April 5, 2002 payable to the order of each Secured Party (each a "*Note*"; collectively, the "*Notes*") for up to the maximum principal amount set forth opposite such Secured Party's name on Schedule A hereto under the heading "Maximum Principal Amount," pursuant to that certain Note and Warrant Purchase Agreement by and between Grantor and the Secured Parties dated as of the date hereof (the "*Purchase Agreement*").

WHEREAS, pursuant to the terms of a Security Agreement dated of even date herewith by and between Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"; together with the Notes and the Purchase Agreement, the "*Loan Documents*"), Grantor has granted to Secured Parties a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets.

WHEREAS, in order to induce the Secured Parties to make the Loans, Grantor has agreed to, among other things, assign its intangible property to the Secured Parties for purposes of securing the Secured Obligations (as defined below).

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **DEFINITIONS.** All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST.** As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to the Secured Parties, including, without limitation, such indebtedness, obligations and liabilities under the Loan Documents and the other documents executed in connection therewith ("*Secured Obligations*"), Grantor hereby transfers, conveys and grants a security interest to Secured Parties, as collateral security, in and to Grantor's entire right, title and interest in, to and under the following, now or hereafter existing, created, acquired or held by Grantor (all of which shall collectively be called the "*Intellectual Property Collateral*");

(a) Any and all Copyright and Copyright Licenses, including, without limitation, those set forth on Exhibit A attached hereto and incorporated herein by this reference;

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

- (c) Any and all design rights which may be available to Grantor;
- (d) Any and all Patents and Patent Licenses, including, without limitation, those set forth on Exhibit B attached hereto and incorporated herein by this reference;
- (e) Any and all Trademarks and Trademark Licenses, and the entire goodwill of the business of Grantor connected with and symbolized by all such Trademarks, including, without limitation, those set forth on Exhibit C attached hereto and incorporated herein by this reference;
- (f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (g) All other licenses or other rights to use any of the Intellectual Property, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (h) All amendments, renewals and extensions of any of the Intellectual Property; and
- (i) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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

3. **AUTHORIZATION AND REQUEST.** Grantor authorizes and the Secured Parties request that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security interest.

4. **COVENANTS AND WARRANTIES.** Grantor represents, warrants, covenants and agrees as follows:

- (a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary and normal course of business as now conducted;
- (b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is a party or by which Grantor is bound, except to the extent that certain intellectual property agreements may prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Agreement would constitute such an assignment;
- (c) During the term of this Agreement, Grantor will not sell, transfer, assign or otherwise encumber any interest in the Intellectual Property Collateral, except for (i) non-exclusive licenses

granted by Grantor in the ordinary and normal course of its business as now conducted or as set forth in this Agreement and (ii) subject to Grantor's execution of appropriate documents, in form acceptable to Secured Parties, to perfect or continue the perfection of Secured Parties' interest in the Intellectual Property Collateral, transfers to affiliates of Grantor;

(d) To its knowledge, each of the Patents is valid and enforceable, and there is no Intellectual Property which has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise the Secured Parties of any material changes in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of Grantor in or to any Intellectual Property not specified in this Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Intellectual Property Collateral, (ii) use its best efforts to detect infringements of the Intellectual Property and promptly advise the Secured Parties in writing of material infringements detected and (iii) not allow any of its Intellectual Property to be abandoned, forfeited or dedicated to the public without the written consent of the Secured Parties, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Grantor shall promptly register the most recent version of Grantor's material Copyrights, if not so already registered, as the Secured Parties may reasonably request from time to time and shall, from time to time, execute and file such other instruments, and take such further actions as the Secured Parties may reasonably request from time to time to perfect or continue the perfection of the Secured Parties' security interest in the Intellectual Property Collateral;

(h) This Agreement creates, and in the case of after acquired Intellectual Property Collateral, will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of the Secured Parties a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the Secured Obligations, upon making the filings referred to in Section 4(i) below, subject only to Permitted Liens;

(i) To its knowledge, except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark Office, (2) the Register of Copyrights and (3) the UCC Division of the applicable office of the Secretary of State, necessary to perfect the security interests and assignment created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the United States or (b) for the perfection in the United States or the exercise by the Secured Parties of their rights and remedies hereunder;

(j) All information heretofore, herein or hereafter supplied to the Secured Parties by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without the Secured Parties' prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Intellectual Property

Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts; and

(1) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify the Secured Parties in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of the Secured Parties in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

5. **SECURED PARTIES' RIGHTS.** The Secured Parties shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after three (3) business days' written notice to Grantor. Grantor shall reimburse and indemnify the Secured Parties for all costs and reasonable expenses incurred in the exercise of their rights under this Section 5.

6. **INSPECTION RIGHTS.** Grantor hereby grants to the Secured Parties and their respective employees, representatives and agents the right to visit, during reasonable hours upon prior written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon written notice to Grantor and as often as may be reasonably requested.

7. **FURTHER ASSURANCES; ATTORNEY IN FACT.**

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may be necessary or advisable, or as requested by the Secured Parties, to perfect the Secured Parties' security interest in all Intellectual Property Collateral, and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to the Secured Parties the grant or perfection of a security interest in the Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints each Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in such Secured Party's discretion, to take any action and to execute any instrument which such Secured Party may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B or Exhibit C hereof, as appropriate, to include reference to any material right, title or interest in any Intellectual Property Collateral acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) to transfer the Intellectual Property Collateral into the name of the Secured Parties or a third party to the extent permitted under the UCC; *provided*, that each Secured Party agrees that it shall not exercise its powers as attorney-in-fact under this Section 7(b)(iii) except upon the occurrence and during the continuation of an Event of Default.

8. **EVENTS OF DEFAULT.** The occurrence of any "Event of Default" by Debtor under the Notes shall constitute an "*Event of Default*" under this Agreement.

**9. REMEDIES.** Upon the occurrence and during the continuance of an Event of Default, the Secured Parties shall have the right to exercise all the remedies of a secured party under the UCC, including, without limitation, the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which the Secured Parties have a security interest and to make it available to the Secured Parties at a place designated by the Secured Parties. Each Secured Party shall have a nonexclusive, royalty free license or other right, solely pursuant to the provisions of this Section 9, to use, without charge, the Intellectual Property and any property of a similar nature as it pertains to the Intellectual Property Collateral, to the extent necessary to permit such Secured Party to exercise its rights and remedies pursuant to this Section 9, including, without limitation, the completion of production, advertising for sale and the sale of any Intellectual Property Collateral and, in connection with such Secured Party's exercise of its rights hereunder, Grantor's rights under all licenses and all franchise agreements shall inure to the benefit of such Secured Party. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by any Secured Party in connection with the exercise of any of such Secured Party's rights hereunder, including, without limitation, any expense incurred in disposing of the Intellectual Property Collateral. All of the Secured Parties' rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

**10. INDEMNITY.** Grantor agrees to defend, indemnify and hold harmless each Secured Party and each of its officers, employees, and agents against: (a) all obligations, demands, claims and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement and (b) all losses or expenses in any way suffered, incurred, or paid by such Secured Party as a result of or in any way arising out of or related to transactions between the Secured Parties and Grantor, whether under this Agreement, the Security Agreement or the other Loan Documents (including, without limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of such Secured Party's gross negligence or willful misconduct.

**11. RIGHTS OF SET-OFF.** In addition to any rights now or hereafter granted under applicable law or otherwise, and not by way of limitation of any such rights, upon the occurrence and during the continuance of an Event of Default, each Secured Party is hereby authorized at any time or from time to time, without presentment, demand, protest or other notice of any kind to the Grantor or to any other person, any such notice being hereby expressly waived, to set off and to appropriate and apply any and all deposits (general or special) and any other indebtedness at any time held or owing by such Secured Party to or for the credit or the account of Grantor against and on account of the Secured Obligations and liabilities of Grantor to such Secured Party under this Agreement, including, without limitation, all other claims of any nature or description arising out of or connected with this Agreement, irrespective of whether or not such Secured Party shall have made any demand hereunder and although said Secured Obligations, liabilities or claims, or any of them, shall be contingent or unmatured.

**12. SUCCESSORS AND ASSIGNS.** This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor, and shall, together with the rights and remedies of the Secured Parties hereunder, inure to the benefit of the Secured Parties, any future holder(s) of the Notes and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the security interest created herein and granted to the Secured Parties hereunder.

**13. REASSIGNMENT.** At such time as Grantor shall completely satisfy all of the obligations secured hereunder, the Secured Parties shall execute and deliver to Grantor all deeds, assignments and other instruments as may be necessary or proper to revest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by the Secured Parties pursuant hereto.

**14. NO FAILURE OR DELAY.** No failure or delay on the part of any Secured Party, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof impair any such power, right or privilege.

**15. AMENDMENTS.** Except as specifically provided for in the Purchase Agreement, this Agreement or any provision hereof may be changed, waived, or terminated only by a statement in writing signed by Grantor and the Secured Parties holding Notes constituting 2/3rds of the principal amount of all Notes then outstanding.

**16. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Each such Agreement shall become effective upon the execution of a counterpart hereof or thereof by each of the parties hereto and telephonic notification that such executed counterparts has been received by Grantor and the Secured Parties.

**17. CALIFORNIA LAW AND JURISDICTION; JURY WAIVER.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Grantor and each Secured Party consents to the exclusive jurisdiction of any state or federal court located in California. GRANTOR AND EACH SECURED PARTY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

**18. CONFLICT.** In the event of a conflict between any term and/or provision contained in this Agreement with any term and/or provision contained in the Security Agreement, the term and/or provision of this Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned have executed this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be effective as of the date first written above.

**GRANTOR:**

**Y MEDIA CORPORATION,**  
a Delaware corporation

By:   
Mark Franzen, Chief Financial Officer

Address: 5141 California Avenue, Suite 250  
Irvine, CA 92612

**SECURED PARTIES:**

**ENTERPRISE PARTNERS ANNEX FUND IV, L.P.**

By: Enterprise Management Partners IV-A, L.P., as  
General Partner

By: \_\_\_\_\_  
James H. Berglund, General Partner

Address: 2223 Avenida de la Playa, Suite 300  
La Jolla, CA 92037

**ENTERPRISE PARTNERS ANNEX FUND IV-A, L.P.**

By: Enterprise Management Partners IV-A, L.P., as  
General Partner

By: \_\_\_\_\_  
James H. Berglund, General Partner

Address: 2223 Avenida de la Playa, Suite 300  
La Jolla, CA 92037

**TECHFUND CAPITAL II, L.P.**

By: Techfund Capital Management, L.L.C.  
Its: General Partner

By: \_\_\_\_\_  
Gordon Campbell, Managing Member

Address: 200 W. Evelyn Avenue, Suite 100  
Mountain View, CA 94041

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

FROM :

FAX NO. :

Mar. 31 2002 11:55AM P6

APR 08 2002 12:52PM HP LASERJET 3200

P.4

IN WITNESS WHEREOF, the undersigned have executed this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be effective as of the date first written above.

**GRANTOR:**

**Y MEDIA CORPORATION,**  
a Delaware corporation

By: \_\_\_\_\_

Mark Franzen, Chief Financial Officer

Address: 5141 California Avenue, Suite 250  
Irvine, CA 92612

**SECURED PARTIES:****ENTERPRISE PARTNERS ANDEX FUND IV, L.P.**

By: Enterprise Management Partners IV-A, L.P., as  
General Partner

By: \_\_\_\_\_

James H. Berglund, General Partner

Address: 2225 Avenida de la Playa, Suite 300  
La Jolla, CA 92037

**ENTERPRISE PARTNERS ANDEX FUND IV-A, L.P.**

By: Enterprise Management Partners IV-A, L.P., as  
General Partner

By: \_\_\_\_\_

James H. Berglund, General Partner

Address: 2225 Avenida de la Playa, Suite 300  
La Jolla, CA 92037

**TECHFUND CAPITAL II, L.P.**

By: Techfund Capital Management, L.L.C.  
Its: General Partner

By: \_\_\_\_\_

Gordon Campbell, Managing Member

Address: 300 W. Evelyn Avenue, Suite 100  
Mountain View, CA 94041

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Sent By: Techfarm Management;

8508340903;

Apr-5-02 12:09;

Page 6

IN WITNESS WHEREOF, the undersigned have executed this **INTELLECTUAL PROPERTY SECURITY AGREEMENT** to be effective as of the date first written above.

**GRANTOR:**

**Y MEDIA CORPORATION,**  
a Delaware corporation

By: \_\_\_\_\_  
Mark Franzen, Chief Financial Officer

Address: 5141 California Avenue, Suite 250  
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**SECURED PARTIES:**

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By: Enterprise Management Partners IV-A, L.P., as  
General Partner

By: \_\_\_\_\_  
James H. Berglund, General Partner

Address: 2223 Avenida de la Playa, Suite 300  
La Jolla, CA 92037

**ENTERPRISE PARTNERS ANNEX FUND IV-A, L.P.**

By: Enterprise Management Partners IV-A, L.P., as  
General Partner

By: \_\_\_\_\_  
James H. Berglund, General Partner

Address: 2223 Avenida de la Playa, Suite 300  
La Jolla, CA 92037

**TECHFUND CAPITAL II, L.P.**

By: Techfund Capital Management, L.L.C.  
Its: General Partner

By: \_\_\_\_\_  
Gordon Campbell, Managing Director

Address: 200 W. Evelyn Avenue, Suite 100  
Mountain View, CA 94041

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE A**  
**SECURED PARTIES**

<u>SECURED PARTY NAME</u>	<u>MAXIMUM PRINCIPAL AMOUNT</u>
Enterprise Partners Annex Fund IV, L.P.	\$41,463.42
Enterprise Partners Annex Fund IV-A, L.P.	\$8,536.58
TechFund Capital II, L.P.	\$50,000.00
<i>Total:</i>	\$100,000.00

**EXHIBIT A**  
**COPYRIGHTS**

**1. REGISTERED U.S. COPYRIGHTS:**

<b>TITLE</b>	<b>Effective Date of Registration</b>	<b>Registration Number</b>
NONE		

**2. APPLICATIONS IN PROCESS:**

NONE

**EXHIBIT B**

**U.S. PATENTS AND PATENT APPLICATIONS**

**1. REGISTERED U.S. PATENTS:**

NONE

**2. APPLICATIONS IN PROCESS:**

1. METHOD AND APPARATUS FOR COLOR INTERPOLATION #09/496,607
2. METHOD AND APPARATUS FOR COLOR INTERPOLATION (VPC)  
#PCTUS00/2277
3. METHOD AND APPARATUS FOR COLOR COMPENSATION #09/495,971
4. METHOD AND APPARATUS FOR FIXED PATTERN NOISE REDUCTION #  
09/496,533
5. METHOD AND APPARATUS FOR CONTROLLING PIXEL SENSOR ELEMENTS  
#09/496,364
6. METHODS AND SYSTEMS OF DETECTING DEFECTIVE IMAGING PIXELS AND  
PIXEL VALUES #09/659,355
7. METHODS AND SYSTEMS FOR MANAGING THE DISTRIBUTION OF IMAGE  
CAPTURE DEVICES, IMAGES, AND PRINTS. #09/579,789
8. METHODS AND SYSTEMS FOR PROVIDING PRINTS #09/588,091
9. METHODS AND SYSTEMS FOR EMBEDDING CAMERA INFORMATION IN  
IMAGES #60/268,134

**EXHIBIT C**

**U.S. TRADEMARKS AND TRADEMARK APPLICATIONS**

**1. REGISTERED U.S. TRADEMARKS:**

NONE

**2. APPLICATIONS IN PROCESS:**

NONE