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Form PTO-1595
(Rev. 03/01)



T U.S. DEPARTMENT OF COMMERCE
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OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):

Stellar One Corporation

5-30-02

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: David Cohn

Internal Address: Consolidated Restaurants

Street Address: 7720 SE 27th

P.O. Box 380

City: Mercer Island State: WA Zip: 98040

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: January 30, 2002

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)

60/254,708; 09/956,481; 09/893,351;
09/956,492

B. Patent No.(s)

5,235,645; 5,247,355; 5,272,529; 5,295,138;
5,657,353; 5,699,392; 5,726,989; 5,959,659

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert Naylor

Internal Address: Gray Cary Ware & Freidenrich

2101359-900000

Street Address: 999 Third Avenue

Suite 4000

City: Seattle State: WA Zip: 98104-4033

6. Total number of applications and patents involved: 12

7. Total fee (37 CFR 3.41).....\$ 480.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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FINANCE SECTION

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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.

Carol Anne Bashir

Name of Person Signing

Carol Anne Bashir
Signature

May 30, 2002

Date

06/06/2002 LNUELLER 00000041 60254700 Total number of pages including cover sheet, attachments, and documents: 9

01 FC:581

480.00

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

PATENT
REEL: 012946 FRAME: 0028

**SCHEDULE 2
PATENTS AND PATENT APPLICATIONS**

U.S. Patents

- Patent No. 5,235,645, issued on August 10, 1993 to Northwest StarScan Ltd. Partnership and subsequently acquired by Stellar One Corporation, consisting of a scrambler system for the detection and separation of synchronization signals from data signals.
- Patent No. 5,247,355, issued on September 21, 1993 to Northwest StarScan Ltd. Partnership and subsequently acquired by Stellar One Corporation, consisting of a gridlocked method and system for video motion compensation.
- Patent No. 5,272,529, issued on December 21, 1993 to Northwest StarScan Ltd. Partnership and subsequently acquired by Stellar One Corporation, consisting of a method system for data reduction of digital video signals.
- Patent No. 5,295,138, issued on March 15, 1994 to Northwest StarScan Ltd. Partnership and subsequently acquired by Stellar One Corporation consisting of an apparatus and method for optimal frequency planning in frequency division multiplexing transmissions.
- Patent No. 5,657,353, issued on August 12, 1997 to Stellar One Corporation consisting of a pulse-shaping filter for shaping pulses received at a specified data rate.
- Patent No. 5,699,392, issued on December 16, 1997 to Stellar One Corporation consisting of a method and system for the recovery of an encoder clock from an MPEG-2 transport stream.
- Patent No. 5,726,989, issued on March 10, 1998 to Stellar One Corporation consisting of a method for ensuring synchronization of MPEG-1 data carried in an MPEG-2 transport stream.
- Patent No. 5,959,659, issued on September 28, 1999 to Stellar one Corporation consisting of an MPEG-2 transport stream decoder having decoupled hardware architecture that allows the rapid acquisition of a program within an MPEG-2 transport stream.
- Provisional Patent Application No. 60/254,708 filed on December 10, 2000 by Stellar One Corporation consisting of a technique for controlling streaming media content from a variety of servers and sources. This technology is currently deployed in ConnectTV Software Versions 1.4, 2.0 and 3.0.

U.S. Patent Applications

- US Patent Application for a Streaming Media Client System and Method filed September 18, 2001 under Serial No. 09/956,481.
- US Patent Application for an Application Manager for a Content Delivery System filed June 26, 2001 under Serial No. 09/893,351.
- US Patent Application for a User Interface for a Streaming Media Client filed September 18, 2001 under Serial No. 09/956,492.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is made and entered into as of January 30, 2002, by and among STELLAR ONE CORPORATION, a Washington corporation ("Borrower"), the entities and individuals listed on Schedule 1 attached hereto (each, a "Lender"; collectively, the "Lenders"), and David Cohn ("Agent"), acting as collateral agent for himself and the other Lenders. Capitalized terms used herein without definition shall have the meanings given such terms in the Financing Agreement (as defined below).

RECITALS

WHEREAS, Borrower, Lenders and Agent are parties to that certain Bridge Financing and Security Agreement dated as of February 16, 2001, as amended (the "Financing Agreement").

WHEREAS, pursuant to the terms of the Financing Agreement, Borrower has granted to Agent, for the ratable benefit of Lenders, a security interest in all of Borrower's assets, including certain collateral described herein.

WHEREAS, pursuant to Section 8.1(a) of the Financing Agreement, Borrower has agreed to from time to time execute such instruments and perform such acts as may be necessary, or as Agent may reasonably request, to establish and maintain the security interest granted to Agent thereunder.

WHEREAS, the parties have agreed to execute this Agreement in furtherance of the terms and conditions of the Financing Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and adequacy of which are hereby specifically acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Grant of Security Interest. In order to secure payment and performance of Borrower's obligations under the Notes, Borrower hereby reaffirms its grant to Agent of a security interest, pursuant to the terms of the Financing Agreement, in all of Borrower's right, title and interest, whether existing on the date of the Financing Agreement or thereafter acquired, in and to the Collateral, subject to all licenses and other rights of third parties granted under or in existence with respect to the Collateral prior to the date of Agent's security interests and any restrictions imposed by applicable laws of countries other than the United States.

The term "Collateral" means the following general intangibles ("Intellectual Property") in which Borrower has an ownership interest, as of the date of the Financing Agreement or thereafter acquired and wherever located:

(a) all of Borrower's patents and patent applications, issued or pending, including the patents and patent applications listed on the attached Schedule 2, and all reissues,

divisions, continuations, renewals, extensions and continuation-in-part thereof, and all rights corresponding thereto throughout the world ("Patents");

(b) all of Borrower's trademarks, business names, and service marks and registrations and applications for registration thereof (but excluding intent-to-use applications until such time as a statement of use by the Borrower is approved by the U.S. Patent and Trademark Office), including the trademarks listed on the attached Schedule 3, and all rights corresponding thereto throughout the world, together with all associated goodwill ("Trademarks");

(c) all of Borrower's copyrights (including, without limitation, copyrights for computer programs) and rights and interests in copyrights, copyright applications, registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, including renewals and extensions thereof and all rights corresponding thereto throughout the world ("Copyrights");

(d) all of Borrower's trade secrets ("Trade Secrets") in or relating to the inventions and works that are the subject matter of Patents and Copyrights;

(e) all licenses to use Patents, Trademarks, Copyrights and Trade Secrets granted to others by Borrower (subject to any restrictions on transfer contained therein);

(f) the goodwill of the business to which each of the Trademarks or other Intellectual Property relates;

(g) all of Borrower's licensed rights under and to use works subject to intellectual property rights of third parties (subject to any restrictions on license or transfer in applicable licenses); and

(h) all products and proceeds of the foregoing, including all income, royalties, damages and payments due and/or payable with respect thereto, and any claim by Borrower against third parties for past, present or future infringement or dilution of any Patent, Patent registration, Copyright, Trademark, Trademark registration or Trade Secret or for injury to the goodwill associated with any Patent or other Intellectual Property, and any damages and payments therefor;

together with (to the extent existing and available) all records, drawings, manuals, instructions, source codes, prototypes, and the like relating to and necessary to utilize Patents, Trademarks, Copyrights and Trade Secrets.

2. Remedies. Upon the occurrence of an Event of Default (as defined in Section 10 of the Financing Agreement), Agent shall be entitled to the remedies set forth in Section 11 of the Financing Agreement.

3. Agent. Agent shall have the rights, duties and responsibilities described in Section 5 of the Financing Agreement.

4. Miscellaneous.

4.1 Waivers and Amendments. Any provision of this Agreement may be amended, waived or modified in accordance with Section 17 of the Financing Agreement.

4.2 Governing Law. This Agreement and all actions arising in respect hereof shall be governed by and construed in accordance with the laws of the State of Washington, without regard to the conflicts of law provisions of the State of Washington or of any other state.

4.3 Entire Agreement. This Agreement together with each of the Schedules attached hereto and each of the Financing Documents constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof. In the event of a conflict between the terms of this Agreement and those set forth in the terms of the Financing Agreement, the Financing Agreement shall control. For purposes of the Financing Agreement, this Agreement shall be considered one of the "Financing Documents."

4.4 Notices, etc. All notices and other communications required or permitted hereunder shall be in writing and shall be sent via facsimile, overnight courier service or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed or sent (a) if to Agent, at the address or facsimile number set forth below his name on the signature page hereto, or at such other address or number as he shall have furnished to Borrower in writing, (b) if to a Lender, at the address or facsimile number set forth opposite such party's name on Schedule 1 hereto, or (c) if to Borrower, at 1750 112th Avenue NE, Suite C-100, Bellevue, WA 98004, or at such other address or number as Borrower shall have furnished to Lenders and Agent in writing.

4.5 Validity. If any provision of this Agreement shall be judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

4.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

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

BORROWER:

STELLAR ONE CORPORATION

By  _____

Its: VP of Finance & Admin.

AGENT:

David Z Cohn

David Cohn

Address: _____

Facsimile: (_____) _____

**SCHEDULE 1
LENDERS**

Name

Address

Facsimile Number

**SCHEDULE 2
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**SCHEDULE 3
TRADEMARKS**

- The mark "Stellar" was filed with the Community Trademark in Europe under Registration No. 44354 and issued on September 30, 1998.
- The marks "Stellar" and "ConnectTV" have been filed in Hong Kong and Mainland China and are currently in process.
- The mark "Netris" is registered in Singapore under Trademark No. T97/13775B.
- The mark "CONNECTTV" has been preliminarily approved under approval No. 1715739 in Class 38 in the People's Republic of China under Application No. 2000079982.

CERTIFICATE OF EXPRESS MAILING

I do hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail on 5/30/02 in an envelope numbered

EL330926533US

addressed to:

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

