

08-14-2002

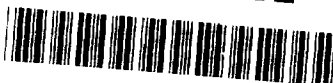
8-14-02

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

## 1. Name of conveying party(ies):

Be Here Corporation, a California corporation

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

## 3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other \_\_\_\_\_

07/01/2002

Execution Date: \_\_\_\_\_

## 2. Name and address of receiving party(ies)

Name: Wasserstein Adelson Ventures, L.P.

Internal Address: \_\_\_\_\_

Street Address: 525 University Ave., Ste. 230

City Palo Alto State: CA Zip: 94301

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

## 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) See Exhibit A

B. Patent No.(s) See Exhibit A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Kristin Yokomoto

Internal Address: \_\_\_\_\_

Street Address: Buchalter, Nemer, et al.

601 S. Figueroa St., Ste. 2400

City: Los Angeles State: CA Zip: 90017

## 6. Total number of applications and patents involved: 42

7. Total fee (37 CFR 3.41).....\$ 1,680.00

☒

Enclosed

☐

Authorized to be charged to deposit account

## 8. Deposit account number:

DO NOT USE THIS SPACE

## 9. Signature.

Dara Akbarian

Name of Person Signing

Signature

7/23/02

Date

Total number of pages including cover sheet, attachments, and documents: 8

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

08/15/2002 101A21

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01 FC:581

PATENT  
REEL: 13169 FRAME: 0933

**EXHIBIT A  
TO FORM PTO-1595**

**REGISTERED PATENTS**

Patent No./Title

5,796,426 / Wide-angle image dewarping method and apparatus  
6,005,611 / Wide-angle image dewarping method and apparatus  
6,043,837 / Method and apparatus for electronically distributing images from a panoptic camera system  
6,175,454 / Panoramic Imaging Arrangement  
6,219,089 / Method and apparatus for electronically distributing images from a panoptic camera system  
6,222,683 / Panoramic imaging arrangement  
6,313,865 / Method and apparatus for implementing a panoptic camera system  
6,331,869 / Method and apparatus for electronically distributing motion panoramic images  
6,337,708 / Method and apparatus for electronically distributing motion panoramic images  
6,341,044 / Panoramic imaging arrangement  
6,346,967 / Method apparatus and computer program products for performing perspective corrections to a distorted image  
6,356,296 / Method and apparatus for implementing a panoptic camera system  
6,369,818 / Method, apparatus and computer program product for generating perspective corrected data from warped information  
6,373,642 / Panoramic imaging arrangement  
6,388,820 / Method and apparatus for implementing a panoptic camera system  
6,392,687 / Method and apparatus for implementing a panoptic camera system

EXHIBIT A

**EXHIBIT A**  
**TO FORM PTO-1595 (CONTINUED)**

**PATENT APPLICATIONS**

Application No.

08/872,525  
09/406,475  
09/439,114  
09/521,652  
09/521,653  
09/558,777  
09/589,645  
09/614,506  
09/615,924  
09/618,141  
09/638,289  
09/659,621  
09/718,294  
09/826,324  
09/835,617  
09/894,760  
09/982,614  
09/982451  
10/015,075  
10/056,479  
10/066,135  
10/119106  
60/352,779  
60/360,138  
60/360,748  
60/378,772

EXHIBIT A

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of July 1, 2002, is executed by BE HERE CORPORATION, a California corporation ("Debtor"), in favor of WASSERSTEIN ADELSON VENTURES, L.P., as the collateral agent and secured party ("Secured Party") on behalf of the investors ("Investors") listed on that certain Security Agreement dated as of July 1, 2002, executed by Debtor (the "Security Agreement") and agreed to by the Collateral Agent and Investors.

A. Each provision of the Security Agreement is hereby incorporated herein by reference

B. Debtor owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule A annexed hereto as part hereof (collectively, the "Patents");

C. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

D. Schedule A hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Patents and Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule A in order to maintain such schedule completeness or accuracy, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.

E. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds of the Patents and Trademarks, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents and Trademarks, and all its copyrights and mask works and the future registrations thereof and all proceeds of such copyrights and mask works, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

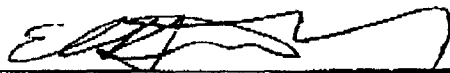
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Secured Party's address is: Wasserstein Adelson Ventures, L. P.  
525 University Ave., Ste. 239  
Palo Alto, CA 94301  
Attention: Dara Akbarian

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

BE HERE CORPORATION

By: 

Name: EDWARD C. DRISCOLL JR

Title: CEO

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## **SCHEDULE A**

### **TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

#### **REGISTERED PATENTS**

##### Patent No./Title

5,796,426 / Wide-angle image dewarping method and apparatus  
6,005,611 / Wide-angle image dewarping method and apparatus  
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**Application No.**

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10/056,479  
10/066,135  
10/119106  
60/352,779  
60/360,138  
60/360,748  
60/378,772



# SCHEDULE A

## TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (CONTINUED)

### REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
BE HERE	September 11, 2001	2487763
IVIDEO	September 18, 2001	2491178

### TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
BEHERE	July 18, 2000	76092287
BE HERE TOTALVIEW	May 17, 2001	76260238
TOTALVIEW	May 17, 2001	76260237