

10-27-2003

FORM PTO-1595
1-31-92

102583917

U.S. DEPARTMENT OF COMMERCE
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):

HOME DIRECTOR TECHNOLOGIES, INC.

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

3. Nature of Conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: July 24, 2003

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

Name: VENTURE BANKING GROUP
A division of Cupertino National Bank
Address: Three Palo Alto Square, Suite 150
City: Palo Alto State: CA Zip: 94303
Additional name(s) & address(es) attached? ☐ Yes ☒ No

10-21-03

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)

09/782,809 09/874,803
09/751,098 09/621,434
09/705,248 09/764,544
09/840,742 09/874,802
09/942,469

B. Patent No.(s)

D450,665

Additional numbers attached? ☐ Yes ☒ No

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

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
4365 Executive Drive, Suite 1100
San Diego, CA 92121-2133

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 3.41) \$ 400.00

☒ Enclosed

8. Deposit account number:

Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No.

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.

Erin O'Brien

Name of Person Signing

Signature

October 21, 2003

Date

Total number of pages comprising cover sheet: 11

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

10/24/2003 DBYRNE 00000039 09782809

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PATENT
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 24, 2003, by and between VENTURE BANKING GROUP, a division of CUPERTINO NATIONAL BANK ("Bank") and HOME DIRECTOR TECHNOLOGIES, INC., a Delaware corporation ("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 of even date herewith (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).

B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 and Trademarks listed on Exhibits 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 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.

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.

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:

2525 Collier Canyon Road
Livermore, CA 94551

Attn: Chief Financial Officer

HOME DIRECTOR TECHNOLOGIES, INC.

By: *Daryl Hamm*

Title: *SECRETARY & CFO*

BANK:

Address of Bank:

Three Palo Alto Square, Suite 150
Palo Alto, CA 94306

Attn: Robert Roland

VENTURE BANKING GROUP, a division of
CUPERTINO NATIONAL BANK

By: *PR*

Title: *Loan Officer*

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

SEE ATTACHED.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

SEE ATTACHED.

Trademarks and patents:

HOME DIRECTOR, INC.**Pending Patent Applications**
(Jurisdiction: United States)

Patent Application	Serial No.	Date Filed
Methods, Systems, and Computer Program Products for Controlling Devices Through a Network Via a Network Translation Device	09/782,809	02/14/01
Systems, Methods and Computer Program Products for Responding to Client Requests Directed to Networked Embedded Devices Via Proxy Services	09/874,803	06/05/01
Methods, Systems and Computer Program Products for Zone Based Distribution of Audio Signals	09/751,098	12/29/00
Expandable Cable Distribution Apparatus Including Interchangeable and Removable Cable Distribution Modules	09/621,434	07/21/00
User Configurable Telephone Line Distribution Modules for Designating Primary and Secondary Telephone Lines	09/705,248	11/02/00
Video Amplifier Circuits for Multi-Output Distribution of Video Signals	09/764,544	01/18/01
Methods for Facilitating the Design and Installation of Custom Home Networking Systems	09/840,742	04/23/01

Systems, Methods and Computer Program Products for Accessing Devices on Private Networks Via Clients on a Public Network	09/874,802	06/05/01
Digital Content Distribution System with Automatic Producer and Consumer Discovery	60/269,934	02/20/01
Media Publishing	09/942,469	08/29/01

Issued Patent
(Jurisdiction: United States)

Patent	Patent No.	Date Filed
Wall Mounted Cable Distribution Housing Cover	D450,665 (Application No. 29/126,676)	11/20/01 (Filing Date of Application: 07/21/00)

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

SEE ATTACHED.

Pending Trademark Applications
(Jurisdiction: United States)

Trademark	Serial No.	Filing Date	Class
Tone by Zone	76/207,496	2/8/01	9
The Intelligent Home	76/080,144	06/29/00	35
Controlpoint	76/273,968	06/20/01	9
Securepoint	76/273,846	06/20/01	9
Netpoint	76/273,843	06/20/01	9
Visionpoint	76/273,845	06/20/01	9
Callpoint	76/273,842	06/20/01	9

Registered Trademarks

Trademark	Registration No.	Date Registered	Jurisdiction	Class
Home Director	2,435,457 (Application No. 75/091,592)	03/13/01	U.S.	9
Home Director	819553255 (Application No. 819.553.255)	9/26/00	Brazil	9
Home Director	4134799 (Application No. 8-102851)	04/10/98 (Expires 4/10/08)	Japan	9
Home Director	515,916 (Application No. 822,321,000)	08/31/99	Canada	9, 16
The Power Behind Intelligent Living	2,465,772 (Application No. 76/089,197)	7/3/01 (Filing Date: 7/14/00)	U.S.	35
Network Connection Center	2,545,417 (Application No. 76/080,014)	03/05/02 (Filing Date: 06/29/00)	U.S.	9
Home Director The Power Behind Intelligent Living (and Design)	2,555,172 (Application No. 76/089,105)	04/02/02 (Filing Date: 07/14/00)	U.S.	41