

10-23-2006

FORM PTO-1595

(Rev. 08/05)

Office OMB No. 0651-0027 (exp. 06/30/2008)



SHEET

U.S. DEPARTMENT OF COMMERCE

United States Patent and Trademark

103325323  
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

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

Silicon Valley Bank

3003 Tasman Dr HF-154

Santa Clara, CA 95054

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

## 3. Nature of conveyance/Execution Date(s):

Execution Date: 10/4/06

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☒ Other: **Release**

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

Name: Gigex Inc

Internal Address:

Street Address: 268 Bush Street Ste 900

City: SF

State: CA

Country: Zip: 94104

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

## 4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,798,528

Additional numbers attached? ☐ Yes ☒ No

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

Name: Silicon Valley Bank

Internal Address: Loan Collateral HF154

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Zip: 95054

Phone Number: (408) 654-4042

Fax Number: (408) 654-6313

Email Address: ldc@svbank.com

## 6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21 (h) &amp; 3.41) \$40.00

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

## 8. Payment Information

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature: Lana Lowe

Signature

10/4/06

Date

Lana Lowe

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

10/20/2006 DBYRNE 00000135 5768528

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(40.00 DP)

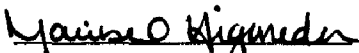
PATENT  
 REEL: 018420 FRAME: 0640

**RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN PATENTS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of Gigex, Inc. ("Assignor") in the **patented** works set forth in that certain **Intellectual Property Security Agreement** dated **February 28, 2006** executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on **March 14, 2006** Reel **017388**, Frame(s) **0598**.

Dated: **October 4, 2006**

SILICON VALLEY BANK

By:   
Name: Maribel Higareda  
Title: Operations Supervisor

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 25, 2006 by and between SILICON VALLEY BANK ("Bank") and GIGEX, INC. ("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 February \_\_, 2006 (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). 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.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement, 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 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 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.

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.

Address of Grantor:

1 Sutter Street, Suite 500  
San Francisco, California 94104

Attn:

GRANTOR:

GIGEX, INC.

By: 

Title: Mark Friedler, CEO  
2/28/06

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By: 

Title: Relationship Manager

**GIGEX, INC.**

**Exhibit A - Copyrights**

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Security Interest</u>
N/A	N/A	N/A	N/A	N/A

## Exhibit B - Trademarks

<u>Mark</u>	<u>Status</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Owner</u>	<u>Security Interest</u>
GIGEX	Registered	2139064	2/24/1998	Gigex.com, Inc.	None recorded
LAUNCH PAD	Abandoned	78-114662	3/13/2002	Gigex, Inc.	None recorded
V-CAST	Abandoned	75-746849	7/9/1999	V-Cast, Inc.	None recorded
GIG-X	Abandoned	75-259916	3/19/1997	V-Cast, Inc.	None recorded
V-CAST MEDIA	Abandoned	75-134583	7/15/1996	V-Cast, Inc.	None recorded
V-CAST INTERNET MEDIA	Abandoned	75-134582	7/15/1996	V-Cast, Inc.	None recorded

## Exhibit C – Patents/Patent Applications

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Filing/Issue Date</u>	<u>Owner/Assignee</u>	<u>Security Interest</u>
Client-server system for delivery of online information	5,768,528	June 16, 1998	V-Cast, Inc.	None recorded

**GAMEDAILY, LLC**

**Exhibit A - Copyrights**

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Security Interest</u>
N/A	N/A	N/A	N/A	N/A



## Exhibit B - Trademarks

<u>Mark</u>	<u>Status</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Owner</u>	<u>Security Interest</u>
N/A	N/A	N/A	N/A	N/A	N/A

## Exhibit C – Patents/Patent Applications

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Filing Date</u>	<u>Owner/Assignee</u>	<u>Security Interest</u>
N/A	N/A	N/A	N/A	N/A