

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Groove Mobile, Inc.	08/06/2007

RECEIVING PARTY DATA	
Name:	Orix Venture Finance LLC
Street Address:	245 Park Avenue
Internal Address:	19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167-0001

PROPERTY NUMBERS Total: 24

Property Type	Number
Patent Number:	6363153
Patent Number:	6137045
Application Number:	10950158
Patent Number:	7215776
Patent Number:	7110547
Application Number:	60841803
Application Number:	11784113
Application Number:	60874582
Application Number:	60899722
Application Number:	11490224
Application Number:	11507187
Application Number:	11479673
Application Number:	11497576
Patent Number:	7215772

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Application Number:	11654997
Application Number:	10106696
Application Number:	60452731
Application Number:	10794571
Application Number:	60546992
Application Number:	60540156
Application Number:	11046459
Application Number:	60685763
Application Number:	11441791
Application Number:	11414749

CORRESPONDENCE DATA

Fax Number: (202)842-7897
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: schism@cooley.com
Correspondent Name: Sharon E. Chism
Address Line 1: 777 Sixth Street, N.W.
Address Line 2: Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:	307038-107
NAME OF SUBMITTER:	Sharon E. Chism

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "*Agreement*") is entered into as of August 6, 2007 by and between **ORIX Venture Finance LLC** ("*ORIX*") and **Groove Mobile, Inc.**, a Delaware corporation (the "*Grantor*"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement dated of even date herewith (as amended from time to time, the "*Loan Agreement*"). (Capitalized terms used herein have the respective meanings assigned to such terms in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "*Obligations*" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto which are registered with the United States Patent and Trademark Office (the "PTO") and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto which are registered with the PTO and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto which are registered with the United States Copyright Office, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable, proceeds and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned by Grantor which are registered with the PTO, (ii) listed on Schedule B are all patents and patent applications owned by Grantor which are registered with the PTO, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing ORIX with at least 15 days prior written notice thereof, (ii) providing ORIX with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as ORIX may reasonably request from time to time to perfect or continue the perfection of ORIX's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the

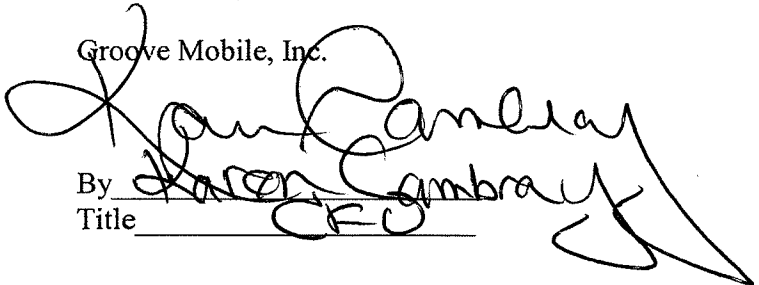
filing by Grantor of the application for any such registration, of a copy of this Agreement or any supplement hereto in form acceptable to ORIX identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of ORIX.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. Notwithstanding the foregoing, Grantor agrees that ORIX may, from time to time, update the Schedules to this Agreement pursuant to notice by Grantor of any additions or deletions thereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

Address of Grantor:

24 Crosby Drive
Bedford, MA 01730

Groove Mobile, Inc.


By Aaron Samba
Title CEO

Address of ORIX:

245 Park Avenue
19th Floor
New York, NY 10167-0001

ORIX Venture Finance LLC

By _____
Kevin P. Sheehan,
President and CEO

filing by Grantor of the application for any such registration, of a copy of this Agreement or any supplement hereto in form acceptable to ORIX identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of ORIX.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. Notwithstanding the foregoing, Grantor agrees that ORIX may, from time to time, update the Schedules to this Agreement pursuant to notice by Grantor of any additions or deletions thereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

Address of Grantor:

Groove Mobile, Inc.

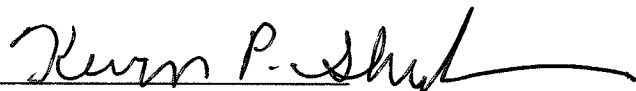
24 Crosby Drive
Bedford, MA 01730

By _____
Title _____

Address of ORIX:

ORIX Venture Finance LLC

245 Park Avenue
19th Floor
New York, NY 10167-0001

By 
Kevin P. Sheehan,
President and CEO

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE.		

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method And Apparatus For Secure Digital Chaotic Communication	S.N. 09/436,910 Pat. No. 6,363,153	11/09/99 03/26/02
Method and Apparatus for Compressed Chaotic Music Synthesis	S.N. 09/437,565 Pat. No. 6,137,045	11/10/99 10/24/00
Method and Apparatus for The Compression And Decompression Of Audio Files Using A Chaotic System	S.N. 09/597,101 (CIP of 09/436,910 and 09/437,565) Pat No. 7,215,776	06/20/00 05/08/07
Method and Apparatus for The Compression And Decompression Of Audio Files Using A Chaotic System	S.N. 10/950,158	09/24/04
Method and Apparatus for The Compression And Decompression Of Audio Files Using A Chaotic System	S.N. 784,113	04/03/07
Method And Apparatus For The Compression And Decompression Of Image Files Using A Chaotic System	S.N.09/756,814 (CIP of 09/567,101) Pat. No. 7,110,547	01/09/01 09/19/06
Systems And Methods For Sequencing Carbohydrates	S.N. 60/841,803	09/01/06
Generating An Adaptive Multiresolution Image	S.N. 60/874,582	12/12/06

Analysis With Compact Cupolets		
Generating An Adaptive Multiresolution Image Analysis With Compact Cupolets	S.N. 60/899,722	02/05/07
Electronic Read-Out Circuits For Pixilated/Resistive Charge Detectors	S.N. 11/490,224	07/19/06
Opto-Coupler With High Reverse Breaddown Voltage And High Isolation Potential	S.N. 11/507,187	08/21/06
Systems And Methods For Centrifuge Sample Holders	S.N. 11/479,673	06/30/06
Method And Apparatus For The Compression And Decompression Of Image Files Using A Chaotic System	S.N. 10/950,158	09/24/04
Method And Apparatus For The Compression And Decompression Of Image Files Using A Chaotic System	S.N. 11/784,113	04/03/07
Method And Apparatus For The Compression And Decompression of Image Files Using A Chaotic System	S.N. 11/497,576 (CON OF 09/756814 AND cip OF 09/597101)	08/01/06 01/09/01 06/20/00
Method and Apparatus for Remote Digital Key Generation	S.N. 10/099812 CIP of 09/436,153 Pat. No. 7,215,772	03/18/02 05/08/07
Method and Apparatus for Remote Digital Key Generation	S.N. 11/654,997	01/16/07
Method and Apparatus for Chaotic Opportunistic Lossless Compression of Data	S.N. 10/106,696 CIP of 09/436,153	03/26/02
Method and Apparatus for Digital Rights Management and Watermarking of Protected Content Using chaotic Systems and Digital	S.N. 60/452,731	03/07/03

Encoding and Encryption		
Methods and Systems for Digital Rights Management of Protected Content	S.N. 10/794,571	05/05/04
Method and Systems for Providing Custom Caller Alerts	S.N. 60/546,992	02/24/04
Method and Apparatus for Delivering Music to a Cellular Digital Radio or Other Mobile Device	S.N. 60/540,156	01/29/04
Systems and Methods for Providing Digital Content and Caller Alerts to Wireless Network-Enabled Devices	S.N. 11/046,459	01/28/05
Systems and Methods for Chaotic Data Compression, High Resolution Signal Analysis, Birate Scalability, and Media Delivery Tools	S.N. 60/685,763	05/26/05
Systems and Methods for High-Resolution Signal Analysis and Chaotic Data Compression	S.N. 11/441,791	06/26/06
Systems and Method for Distributing Media	S.N. 11/414,749	04/28/06

SCHEDULE C

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE.