

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
NEURAL AUDIO CORPORATION	03/23/2005

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	2321 ROSECRANS AVE.
Internal Address:	SUITE 5000
City:	EL SEGUNDO
State/Country:	CALIFORNIA
Postal Code:	90245

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	11261100
Application Number:	11262029
Application Number:	11262190
Application Number:	11433185
Application Number:	11606654
Application Number:	11705219
Application Number:	11710070

CORRESPONDENCE DATA

Fax Number: (858)638-5033

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 8586386733

Email: karen.johanson@dlapiper.com

Correspondent Name: DLA PIPER US LLP

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Address Line 2: ATTN: KAREN JOHANSON

PATENT

500418262

REEL: 020233 FRAME: 0191

CH \$280.00 11261100

Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:

329034-184

NAME OF SUBMITTER:

Troy Zander

Total Attachments: 5

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 23, 2005 by and between COMERICA BANK ("Bank") and NEURAL AUDIO CORPORATION, a Washington corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of March 23, 2005 (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 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 Grantor and Bank, 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

NEURAL AUDIO CORPORATION

Address of Grantor:

114 Northeast 122nd Way, Suite 100  
Kirkland, WA 98034-6927

Attn: Chief Financial Officer

By:   
Title: 

BANK:

COMERICA BANK

Address of Bank:

2321 Rosecrans Ave., Suite 5000  
El Segundo, CA 90245

Attn: Manager



By:   
Title: 

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
Audio spatial environment engine	10975841	10/28/04
Audio spatial environment down-mixer	11261100	10/28/05
Audio spatial environment up-mixer	11262029	10/28/05
Audio spatial environment engine	11262190	10/28/05
Carbon nanotube thermal pads	11433185	5/11/06
Event and data management system and method	11606654	11/29/06
Audio spatial environment engine using a single fine structure	11705219	2/12/07
Codec conditioning system and method	11710070	2/23/07

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
N NEURAL	78932871	7/19/06
N	76317245	9/26/01
NEURAL AUDIO	76317244	9/26/01