



:ET

103533145

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

2. Name and address of receiving party(ies)

Name: Hercules Technology II, L.P.

Internal Address:

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

Street Address: 400 Hamilton Avenue, Suite 310

Execution Date(s) September 1, 2008

City: Palo Alto

State: CA

Country: USA Zip: 94301

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

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

A. Patent Application No.(s)

Please see Schedule attached hereto and made a part hereof.

B. Patent No.(s)

Please see Schedule attached hereto and made a part hereof.

Additional numbers attached? ☒ Yes ☐ No

6. Total number of applications and patents involved: 6

Name: Michael F. Dowley, Esquire

Internal Address:

involved: 6

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 240.00

☐ Authorized to be charged to deposit account

☒ **Enclosed**

☐ None required (government interest not affecting title)

8. Payment Information

Street Address: Seyfarth Shaw LLP

Two Seaport Lane, Suite 300

City: Boston

State: MA Zip: 02210

Phone Number: 617-946-4859

Fax Number: 617-946-4801

Email Address: mdowley@sevfarth.com

Deposit/Account Number 00000026 08806915

Authorized User Name

9. Signature:

November , 2008

Signature

Date _____

Michael F. Dowley

Name of Person Signing

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

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

PATENT

REEL: 021773 FRAME: 0443

REGISTERED PATENTS

Country	Title	Appln No./ Date	Pat No./ Date
USA	Trading Card Optical Compact Disc and Methods of Using and Forming Same	08/856,915 5/15/97	5,982,736 11/9/99
USA	Method of Using Optical Compact Disc	09/292,285 4/15/99	6,078,557 6/20/00
USA	Card Compact Disc Interface Seat and Methods of Using Same	09/464,059 12/15/99	6,304,544 10/16/01
USA	Compact Disc Card	29/129,283 5/1/00	D502,469 1/3/05
USA	System and Methods of Updating Compact Discs and Graphical User Interface for Updating Same	09/596,374 6/19/00	7,174,369 2/6/07
USA	System and Methods of Updating Compact Discs and Graphical User Interface for Updating Same	09/596,565 6/19/00	7,152,097 12/19/06

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") dated as of September 1, 2008 is executed by and between DXPDD, LLC, a Delaware limited liability company, having a principal place of business located at 495 Broadway, New York, NY 10012 (the "Debtor"), and HERCULES TECHNOLOGY II, L.P., a Delaware limited partnership having offices located at 400 Hamilton Avenue, Suite 310, Palo Alto, CA 94301 (together with its successors and/or assigns, the "Secured Party").

RECITALS

A. Pursuant to the terms of that certain Modification and Restructuring Agreement of even date (the "Modification Agreement") by and between, among others, the Debtor and the Secured Party, which Modification Agreement modified and restructured the terms and conditions of that certain Loan and Security Agreement dated July 27, 2007 (the "Loan Agreement"), the Secured Party has established a certain consolidated term loan arrangement (the "Loan"), which Loan is evidenced by, among other things, that certain Secured Consolidated Promissory Note (the "Note") of even date made by Serious USA, Inc., a Delaware corporation, the Debtor, and its other subsidiaries, payable to the order of the Lender in the original principal amount of \$3,033,286.56. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Loan Agreement.

B. To induce the Secured Party to restructure, modify and extend the Loan in favor of the Debtor pursuant to the terms of the Modification Agreement, the Loan Agreement and the Note, the Debtor desires to grant a security interest to the Secured Party in all of the Debtor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined in Section 1 hereof).

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Security Interest.** As security for the Secured Obligations described in Section 2 hereof, the Debtor hereby grants to the Secured Party a security interest in, and pledges and assigns to the Secured Party, the property described below, together with any and all accessions, additions and improvements thereto and substitutions and replacements and proceeds thereof (hereinafter referred to collectively as the "Collateral"):

(a) All of the following property, now owned or hereafter acquired by the Debtor in which the Debtor now holds or hereafter acquires any interest (collectively, the "Copyrights"): (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof, or of any other country; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, of any State thereof, or of any other country; (iii) all continuations, renewals or extensions thereof; and (iv) all registrations to be issued under any pending applications, including, without limitation, all of the foregoing set forth on Schedule A attached hereto;

(b) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the "Patents"): (i) all letters patent of, or rights corresponding thereto, in the United States or in any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (ii) all reissues, continuations, continuations-in-part or extensions thereof; (iii) all petty

patents, divisionals, and patents of addition; and (iv) all patents to be issued under any such applications, including, without limitation, all of the foregoing set forth on Schedule B attached hereto;

(c) All of the following property, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest (collectively, the "Trademarks"): (i) all trademarks (registered, common law or otherwise), tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and (ii) all reissues, extensions or renewals thereof, including, without limitation, all of the foregoing set forth on Schedule C attached hereto;

(d) Any Copyright license, Patent license, Trademark license or other license of rights or interests now held or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest and any renewals or extensions thereof, including, without limitation, all of the foregoing set forth on Schedule D-1 attached hereto (collectively, the "Licenses"), but excluding the licenses set forth on Schedule D-2 attached hereto;

(e) Debtor's software, source codes, trade secrets and inventions (whether or not patented or patentable);

(f) Debtor's technical information, procedures, processes, designs, knowledge, and know-how; Debtor's data bases, models and drawings, provided, however, that "Collateral" shall not include any confidential client information maintained in Debtor's data bases;

(g) Debtor's websites, world wide web addresses, domain names, URL's, moral rights, publicity rights, mask works and any other proprietary, intellectual or industrial proprietary rights of any kind or nature that do not comprise or are not protected by the Patents, Trademarks, Copyrights or Licenses;

(h) Debtor's applications therefor and reissues, extensions, or renewals thereof; and

(i) Debtor's goodwill associated with any of the foregoing, together with Debtor's rights to sue for past, present and future infringement of the foregoing and the goodwill associated therewith.

Nothing contained herein shall restrain or otherwise prohibit the Debtor from creating or producing works for hire in connection with the creative content services it provides to its clients.

2. Secured Obligations. The security interest hereby granted shall secure the due and punctual payment and performance of the principal of and premium, if any, and interest on the Note (collectively, the "Secured Obligations").

3. Special Warranties and Covenants of the Debtor. The Debtor hereby warrants and represents that, except as set forth in the "Exceptions to Representation" annexed as Exhibit C to the Modification Agreement, the representations and warranties contained in Section 5 of the Loan Agreement are true, correct and complete in all material respects, and the provisions of Section 5 of the Loan Agreement are hereby incorporated herein by reference and made a part hereof.

4. Rights of the Secured Party. Upon the occurrence and during the continuance of any Event of Default (as defined in Section 6 hereof), such default not having previously been remedied or cured, the Secured Party may declare all of the Secured Obligations to be immediately due and payable and shall then have the rights and remedies of a secured party under the UCC or under any other

applicable law, including, without limitation, the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Secured Party may require the Debtor to make the Collateral (to the extent the same is moveable) available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will give the Debtor at least ten (10) days' prior written notice at the address of the Debtor set forth above (or at such other address or addresses as the Debtor shall specify in writing to the Secured Party) of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the UCC) that reasonable notification be given of the time and place of such sale or other disposition. After deducting all costs and expenses of collection, storage, custody, sale or other disposition and delivery (including reasonable legal costs and attorneys' fees and all out-of-pocket expenses incurred by the Secured Party) and all other charges against the Collateral, the residue of the proceeds of any such sale or disposition shall be applied to the payment of the Secured Obligations in such order of priority as the Secured Party shall determine and any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder are insufficient to pay all of the Secured Obligations in full, the Debtor will be liable for the deficiency, together with interest thereon, at the default rate as set forth in the Note and the cost and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable legal costs and attorneys' fees, expenses and disbursements.

5. Rights of Secured Party to Use and Operate Collateral. Upon the occurrence and during the continuance of any Event of Default (as defined in Section 6 hereof), but subject to the provisions of the UCC or other applicable law, the Secured Party shall also have the right and power to take possession of all or any part of the Collateral, and to exclude the Debtor and all persons claiming under the Debtor wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same, exercising all rights and powers of the Debtor in respect thereto. Any income received by the Secured Party from the Collateral shall be applied to pay the expenses of maintaining and protecting the Collateral and conducting the Debtor's business, and to make all payments which the Secured Party may be required or may elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Secured Party may be required or authorized to make under any provision of this Agreement (including legal costs and reasonable attorneys' fees). The remainder of such income shall be applied to the payment of the Secured Obligations in such order of priority as the Secured Party shall determine and, unless otherwise provided by law or by a court of competent jurisdiction, any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtor). Without limiting the generality of the foregoing, the Secured Party shall have the right to apply for and have a receiver appointed by a court of competent jurisdiction in any action taken by the Secured Party to enforce their rights and remedies hereunder in order to manage, protect and preserve the Collateral and continue the operation of the business of the Debtor and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership including the compensation of the receiver and to the payment of the Secured Obligations as aforesaid until a sale or other disposition of such Collateral shall be finally made and consummated.

6. Events of Default. The Debtor shall be in default under this Agreement upon the occurrence of an Event of Default, as such term is defined in the Loan Agreement (herein called "Events of Default"). Notwithstanding the foregoing, any reference herein to "Events of Default" shall exclude the "Existing Defaults" (as defined in the Modification Agreement).

7. **Waivers.** The Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein, all other demands and notices in connection with this Agreement or the enforcement of the rights of the Secured Party hereunder or in connection with the Secured Obligations or any Collateral and consents to and waives notice of the granting of renewals, extensions of time for payment or other indulgences to the Debtor or to any account debtor in respect of any account receivable, or the substitution, release or surrender of any Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Collateral, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of the Secured Party in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any such future occasion. The Debtor further waives any right it may have to notice (other than any requirement of notice provided herein) prior to the exercise of any right or remedy provided by this Agreement to the Secured Party and waives its rights, if any, to set aside or invalidate any sale duly consummated in accordance with the foregoing provisions hereof on the grounds (if such be the case) that the sale was consummated without a prior judicial hearing. The Debtor's waivers under this Section 7 have been made voluntarily, intelligently and knowingly and after the Debtor has been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

8. **Termination and Assignment.**

(a) Provided that no Event of Default has occurred and is continuing, should each of the following events occur, this Agreement shall terminate and Lender shall so release its security interest in and to the Collateral, provided, however, that Lender shall not be obligated to release its security interest in and to any and all Accounts (as defined in the UCC) and General Intangibles (as defined in the UCC) that consist of rights to payment and proceeds from the sale, licensing or disposition of all or any part, or rights in, the Collateral:

(i) Debtor shall, as determined by Lender in its reasonable discretion, either
(x) realize a quarterly EBITDA of greater than \$0.00 for three (3) consecutive fiscal quarters, or
(y) close a round of equity financing which results in a capital infusion of a minimum of \$5,000,000 of cash to Debtor;

(ii) Debtor shall provide Lender with documentation or other written information in form and substance reasonably satisfactory to Lender that evidences the satisfaction of Section 8(a)(i) hereof; and

(iii) Debtor shall deliver a written notice to Lender requesting Lender to release its security interest in and to the Collateral as set forth above.

(b) This Agreement, and the security interest granted hereby, shall terminate when any and all of the Secured Obligations have been paid and otherwise satisfied in full.

(c) Upon the termination of the security interest granted hereby pursuant to clause (a) or (b) above, and upon the written request of Debtor, the Secured Party shall execute and deliver to the Debtor all documents that the Debtor shall reasonably request to evidence such termination or release.

No waiver by the Secured Party or by any other holder of Secured Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. The Secured Party may waive any default hereunder with respect to any of the Note at any time outstanding. In the event of a sale or assignment by the Secured Party of all or any

of the Secured Obligations held by the Secured Party, such Secured Party may assign or transfer their rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Secured Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of such Secured Party hereunder, and such Secured Party shall thereafter be forever released and fully discharged from any liability or responsibility hereunder with respect to the rights and interest so assigned.

9. Governmental Approvals. The Secured Party acknowledges that in connection with any exercise by the Secured Party of its rights hereunder to dispose of or operate under the authorizations, permits and licenses covered hereby, it may be necessary to obtain the prior consent or approval of certain governmental authorities or instrumentalities. Notwithstanding anything to the contrary contained herein or in any security document, neither the Secured Party nor the Debtor will take any action pursuant to this Agreement or any of the security documents which would constitute or result in any assignment of a license, if such assignment of license would require under then existing law, the prior approval of any governmental authority or instrumentality, without first obtaining such approval of such governmental authority or instrumentality. Upon the exercise by the Secured Party of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, recording, qualification or authorization of any governmental authority or instrumentality, the Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that the Secured Party may be required to obtain for such governmental consent, approval, recording, qualification or authorization.

10. Setoffs. If the Debtor shall fail generally to pay its debts as such debts become due, or any other Event of Default occurs and shall not have been waived by the Secured Party, the Secured Party shall have the right to setoff any indebtedness from the Secured Party to the Debtor and to apply the same toward the payment of any indebtedness from the Debtor to the Secured Party, whether or not said indebtedness, or any part hereof shall then be due.

11. Reinstatement. This Agreement shall continue to be effective, or be reinstated, as the case may be, at any time any amount received by the Secured Party in respect of the Secured Obligations must, by order of a court, be restored or returned by the Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Debtor or upon the appointment of an intervenor or conservator of, or trustee or similar official for the Debtor or any substantial part of its properties, or otherwise, all as though such payments had not been made.

12. Notices. Except as otherwise provided herein, notice to the Debtor or to the Secured Party shall be in writing and deemed to have been sufficiently given or served for all purposes hereof if personally delivered or mailed by first class certified or registered mail, return receipt requested, postage prepaid, at the respective addresses set forth in the preamble hereto, with copies to the parties designated therein, or at such other address as the party to whom such notice is directed may have designated by like notice in writing to the other parties hereto. A notice shall be deemed to have been given when personally delivered or, if mailed, on the earlier of (i) three business (3) days after the date on which it is deposited in the mails, or (ii) the date on which it is received.

13. Assignment. If, at any time or times, by assignment or otherwise, the Secured Party transfers its interest in the Secured Obligations or other collateral therefor, such transfer shall carry with it the Secured Party's powers and rights under this Agreement with respect to the Secured Obligations and interest in other collateral so transferred, and the transferee shall become vested with said powers and rights whether or not they are specifically referred to in any instrument of transfer. If and to the extent that the Secured Party retains any portion of the Secured Obligations, or interest in other collateral, the Secured Party will continue to have the rights and powers herein set forth with respect thereto.

14. Amendment; Miscellaneous. The terms of this Agreement may be amended, modified or waived only with the written consent of the Debtor and the Secured Party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and the term "Secured Party" shall be deemed to include any other holder or holders of any of the Secured Obligations. In case a court of competent jurisdiction shall hold any provision in this Agreement to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

15. Governing Law and Jurisdiction. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the State of California. The Debtor, to the extent that it may lawfully do so, hereby consents to the jurisdiction of the courts of the State of California, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. The Debtor further agrees, to the extent that it may lawfully do so, that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address provided in the preamble of this Agreement or as otherwise provided under the laws of the State of California.

<The remainder of this page is intentionally left blank.>

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a sealed instrument as off the date first above written.

DEBTOR:

DXPDD, LLC,
a Delaware limited liability company

By: Brian Howard
Name: Brian Howard
Title: Chairman

SECURED PARTY:

HERCULES TECHNOLOGY II, L.P.,
a Delaware limited partnership

By: Hercules Technology SBIC Management, LLC,
its General Partner

By: Hercules Technology Growth Capital,
Inc., Its Manager

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a sealed instrument as off the date first above written.

DEBTOR:

DXPDD, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

SECURED PARTY:

HERCULES TECHNOLOGY II, L.P.,
a Delaware limited partnership

By: Hercules Technology SBIC Management, LLC,
its General Partner

By: Hercules Technology Growth Capital,
Inc., Its Manager

By: 
Name: K. Nicholas Marlitsch
Its: Associate General Counsel

SCHEDULE A

Copyrights

SCHEDULE B**Patents**

Country	Title	Appln No./ Date	Pat No./ Date
USA	Trading Card Optical Compact Disc and Methods of Using and Forming Same	08/856,915 5/15/97	5,982,736 11/9/99
USA	Method of Using Optical Compact Disc	09/292,285 4/15/99	6,078,557 6/20/00
USA	Card Compact Disc Interface Seat and Methods of Using Same	09/464,059 12/15/99	6,304,544 10/16/01
USA	Compact Disc Card	29/129,283 5/1/00	D502,469 1/3/05
USA	System and Methods of Updating Compact Discs and Graphical User Interface for Updating Same	09/596,374 6/19/00	7,174,369 2/6/07
USA	System and Methods of Updating Compact Discs and Graphical User Interface for Updating Same	09/596,565 6/19/00	7,152,097 12/19/06

SCHEDULE C

Trademarks

SCHEDULE D-1

Licenses

License Agreement dated April 18, 2001 between SpaceMark International Corporation, DiskXpress U.S., and IQROM Communications, Inc.: This is a non-exclusive, royalty free license from Spacemark for the life of Pat. No 6,400,675. The license is owned by DXPDD LLC, a wholly owned subsidiary of Serious IP, Inc.

SCHEDULE D-2

Excluded Licenses

License Agreement dated April 18, 2001 between SpaceMark International Corporation, DiskXpress U.S., and IQROM Communications, Inc.: This is a non-exclusive, royalty free license from Spacemark for the life of Pat. No 6,400,675. The license is owned by DXPDD LLC, a wholly owned subsidiary of Serious IP, Inc.