# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:  |  | N  | EW ASSIGNMENT      |  |            |      |   |  |
|---|--|--|--------------------|--|------------|------|---|--|
| NATURE OF CONVEYANCE:   |  | s  | SECURITY AGREEMENT |  |            |      |   |  |
| CONVEYING PART  | Y DATA   | <b>/</b>   |                    |  |            |      |   |  |
|   |  | Nam  | e                  |  | Execution  | Date | ] |  |
| MOVE NETWORKS, INC.   |  |  |                    |  | 05/13/2010 |      |   |  |
| RECEIVING PARTY   | / DATA   |  |                    |  |            |      |   |  |
| Name:   | SILICON VALLE  | Y BAN  | K                  |  |            |      | ] |  |
| Street Address:   | 4750 WEST 210  | 0 SOU  | TH                 |  |            |      |   |  |
| Internal Address:   | SUITE 300  |  |                    |  |            |      |   |  |
| City:   | SALT LAKE CIT  | Y  |                    |  |            |      |   |  |
| State/Country:  | UTAH   |  |                    |  |            |      |   |  |
| Postal Code:  | 84120  |  |                    |  |            |      | j |  |
|   |  |  | Number             |  |            |      | 1 |  |
| [   |  |  | Number             |  |            |      | ] |  |
| PROPERTY NUMB Property Application Numbe  | Туре   | 643700   | Number             |  |            |      |   |  |
| Property  | Type   | 343700<br>554730   |                    |  |            |      |   |  |
| Property<br>Application Numbe   | Type           r:         12i           r:         12i   |  |                    |  |            |      |   |  |
| Property<br>Application Numbe<br>Application Numbe  | Type         12           rr:         12           rr:         12           rr:         12   | 554730   |                    |  |            |      |   |  |
| Property<br>Application Numbe<br>Application Numbe<br>Application Numbe   | Type       rr:     12       rr:     12       rr:     12       rr:     12       rr:     12  | 554730<br>508449   |                    |  |            |      |   |  |
| Property<br>Application Numbe<br>Application Numbe<br>Application Numbe   | Type       rr:     12       rr:     12       rr:     12       rr:     12       rr:     12       rr:     12   | 554730<br>508449<br>370568   |                    |  |            |      |   |  |
| Property<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe  | Type     124       rr:     124   | 554730<br>508449<br>370568<br>253697   |                    |  |            |      |   |  |
| Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe   | Type     124       rr:     124   | 554730<br>508449<br>370568<br>253697<br>210146   |                    |  |            |      |   |  |
| Property<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe  | Type         rr:       124         rr:       124         rr:       124         rr:       125         rr:       126   | 554730<br>508449<br>370568<br>253697<br>210146<br>075475   |                    |  |            |      |   |  |
| Property<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe  | Type         rr:       124         rr:       124         rr:       124         rr:       125         rr:       125         rr:       125         rr:       125         rr:       125         rr:       125         rr:       126         rr:       126 | 554730<br>508449<br>370568<br>253697<br>210146<br>075475<br>014677                               |                    |  |            |      |   |  |
| Property<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe   | Type       rr:     124       rr:     124       rr:     124       rr:     125       rr:     125       rr:     125       rr:     126       rr:     116       rr:     117   | 554730<br>508449<br>370568<br>253697<br>210140<br>075475<br>014677<br>334548                     |                    |  |            |      |   |  |
| Property<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe                      | Type     124       rr:     114       rr:     114       rr:     114   | 554730<br>508449<br>370568<br>253697<br>210146<br>075475<br>014677<br>334548<br>737669           |                    |  |            |      |   |  |
| Property<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe<br>Application Numbe | Type       124         rr:       114         rr:       114         rr:       114         rr:       114         rr:       114   | 554730<br>508449<br>370568<br>253697<br>210146<br>075475<br>014677<br>334548<br>737669<br>373483 |                    |  |            |      |   |  |

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| PCT Number:     US093       PCT Number:     US080  |                | 30877                      |  |  |  |
|  |                | 09281                      |  |  |  |
| PCT Number: US086  |                | 61035                      |  |  |  |
| CORRESPONDENCE DATA  |                |                            |  |  |  |
| Fax Number:  | (404)962-6736  | 5                          |  |  |  |
| Correspondence will be sent via US Mail when the fax attempt is unsuccessful.  |                |                            |  |  |  |
| Phone:   | (404) 885-303  | 8                          |  |  |  |
| Email:   | michael.brigna | ati@troutmansanders.com    |  |  |  |
| Correspondent Name:  | MICHAEL J. B   | RIGNATI, PH.D.             |  |  |  |
| Address Line 1: TROUTMAN S   |                | SANDERS LLP                |  |  |  |
| Address Line 2: 600 PEACHTF  |                | REE STREET, N.E.           |  |  |  |
| Address Line 4:  | ATLANTA, GE    | ORGIA 30308-2216           |  |  |  |
| ATTORNEY DOCKET NU   | JMBER:         | 220763.001090              |  |  |  |
| NAME OF SUBMITTER:   |                | Michael J. Brignati, Ph.D. |  |  |  |
| Total Attachments: 9<br>source=SVB-Move_Networks_Executed_IP_Agreement#page1.tif<br>source=SVB-Move_Networks_Executed_IP_Agreement#page2.tif |                |                            |  |  |  |

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|   | source=SVB-Move_Networks_Executed_IP_Agreement#page9.tif |

# **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 12, 2010 by and between SILICON VALLEY BANK, a California corporation ("Bank") and MOVE NETWORKS, INC., a Delaware corporation ("Grantor").

# **RECITALS**

A. Bank has made certain advances of money and extended 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 December 7, 2009 (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 enter into that certain First Amendment to Loan and Security Agreement of even date herewith by and between Bank and Grantor (the "First Amendment") but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the First Amendment and 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on <u>Exhibit A</u> attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

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PATENT REEL: 024383 FRAME: 0740 (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, 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, including without limitation those set forth on <u>Exhibit C</u> attached hereto (collectively, the "**Trademarks**");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on <u>Exhibit D</u> attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

[Signature Page Follows.]

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:

796 East Utah Valley Drive American Fork, Utah 84003

Attn: Jamie Harper

Address of Bank:

MOVE NETWORKS, INC. Bv: Name: Horage Same Aitle: CFO

BANK:

SILICON VALLEY BANK

4750 West 2100 South, Suite 300 Salt Lake City, Utah 84120

Attn: Gary Jackson

By:

Name: Title:

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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:

MOVE NETWORKS, INC.

796 East Utah Valley Drive American Fork, Utah 84003

Attn: Jamie Harper

By:\_\_\_\_\_

Name: Title:

BANK:

Address of Bank:

SILICON VALLEY BANK

By: 7 The Son

Title: RELATIONSHIP MANAGER

4750 West 2100 South, Suite 300 Salt Lake City, Utah 84120

Attn: Gary Jackson

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# <u>EXHIBIT A</u>

# Copyrights

Description

NONE

Registration/ Application Number Registration/ Application Date

N/A

N/A

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# EXHIBIT B

#### Patents

| Title  | Patent/Patent Application<br>Number (Publication Number) | Issue/Filing Date |
|--|--|-------------------|
| AUDIO SPLITTING WITH CODEC-<br>ENFORCED FRAME SIZES  | 12/643,700   | 12/21/2009        |
| CONTROLLING ACCESS TO COPIES<br>OF MEDIA CONTENT BY A CLIENT<br>DEVICE   | 12/554,730   | 09/04/2009        |
| MESSAGING SERVICE FOR<br>PROVIDING UPDATES FOR<br>MULTIMEDIA CONTENT OF A LIVE<br>EVENT DELIVERED OVER THE<br>INTERNET | 12/508,449   | 07/23/2009        |
| ADVERTISEMENT MANAGEMENT<br>FOR LIVE INTERNET MULTIMEDIA<br>CONTENT  | 12/370,568   | 02/12/2009        |
| USER INTERFACE WITH AVAILABLE<br>MULTIMEDIA CONTENT FROM<br>MULTIPLE MULTIMEDIA WEBSITES                               | 12/253,697   | 10/17/2008        |
| PREDICTIVELY SELECTING VIDEO<br>QUALITY PROFILES FOR STREAMING<br>VIDEO  | 12/210,146   | 9/12/2008         |
| SYSTEM AND METHOD OF<br>MINIMIZING NETWORK BANDWIDTH<br>RETRIEVED FROM AN EXTERNAL<br>NETWORK                          | 12/075,475   | 03/10/2008        |
| SYSTEM AND METHOD OF<br>MANAGING MULTIPLE VIDEO<br>PLAYERS   | 12/014,677   | 01/15/2008        |
| APPARATUS, SYSTEM, AND METHOD<br>FOR MULTI-BITRATE CONTENT<br>STREAMING  | 11/834,548   | 08/06/2007        |
| APPARATUS, SYSTEM, AND METHOD<br>FOR RESILIENT CONTENT<br>ACQUISITION  | 11/737,669   | 04/19/2007        |
| APPARATUS, SYSTEM, AND METHOD<br>FOR MULTI-BITRATE CONTENT<br>STREAMING  | 11/673,483   | 02/09/2007        |
| APPARATUS, SYSTEM, AND METHOD<br>FOR ADAPTIVE-RATE SHIFTING OF<br>STREAMING CONTENT                                    | 11/116,783   | 04/28/2005        |

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| REWIND AND FAST-FORWARD<br>VIEWING EXPERIENCE ON A WEB-<br>BASED STREAMING PLAYBACK<br>PLATFORM- | 61/303,579         | 02/11/2010 |
|--|--------------------|------------|
| ADVERTISEMENT MANAGEMENT<br>FOR LIVE INTERNET MULTIMEDIA<br>CONTENT                              | PCT/US2010/023789  | 02/10/2010 |
| SYSTEM AND METHOD OF<br>MANAGING MULTIPLE VIDEO<br>PLAYERS                                       | PCT/US2009/030877  | 01/13/2009 |
| APPARATUS, SYSTEM, AND METHOD<br>FOR MULTI-BITRATE CONTENT<br>STREAMING                          | PCT/US2008/009281  | 08/01/2008 |
| APPARATUS, SYSTEM, AND METHOD<br>FOR RESILIENT CONTENT<br>ACQUISITION                            | PCT/US2008/061035  | 04/21/2008 |
|  | PCT/US2005/015091  |            |
|  | AU 2005241481      |            |
|  | CA 2564861         |            |
| APPARATUS, SYSTEM, AND METHOD<br>FOR ADAPTIVE-RATE SHIFTING OF<br>STREAMING CONTENT              | CN 200580022210.X  | 05/02/2005 |
|  | EP 5744015.8       |            |
|  | JP 2007-511070     |            |
|  | KR 10-2006-7025274 |            |
| VIRTUAL SET-TOP BOX**  | UK 822236.6        | 12/05/2008 |

# EXHIBIT C

### Trademarks

| Description                   | Registration/<br>Application<br><u>Number</u> | <u>Registration/</u><br><u>Application</u><br><u>Date</u> |
|-------------------------------|---|---|
| QUANTUM MEDIA (Cancelled)     | 3,391,866                                     | 03/04/2008  |
| MOVE NETWORKS (Registered)    | 3,385,461                                     | 02/19/2008  |
| MOVE NETWORKS (Registered)    | 3,488,688                                     | 08/19/2008  |
| MOVEDIGITA (Cancelled)        | 2,636,178                                     | 10/15/2002  |
| MOVE MEDIA (Abandoned)        | 78/845,932                                    | 03/24/2006  |
| MOVE MEDIA (Abandoned)        | 78/845,915                                    | 03/24/2006  |
| QUANTUM MEDIA (Abandoned)     | 78/845,874                                    | 03/24/2006  |
| QUANTUM STREAMING (Abandoned) | 78/845,839                                    | 03/24/2006  |
| QUANTUM STREAMING (Abandoned) | 78/845,828                                    | 03/24/2006  |
| MOVE TV (Pending)             | 77/959,824                                    | 03/16/2010  |
| THIS IS TV 2.0 (Abandoned)    | 77/349,436                                    | 12/11/2007  |

# EXHIBIT D

#### Mask Works

**Description** 

NONE

Registration/ Application Number Registration/ Application Date

N/A

N/A

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**RECORDED: 05/13/2010**