

09/26/2012

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103649897

ET

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  
2400 Hanover Street  
Palo Alto, CA 94304

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

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

Execution Date(s) August 15, 2011

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

**2. Name and address of receiving party(ies)**

Name: Trinidad Entertainment Services

Internal Address: 900 San Pedro

Ventura, CA 93001

Street Address: 900 San Pedro

City: Ventura

State: CA

Country: USA Zip 93001

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)

29/328,529

US D594,828

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Erik Pence

Internal Address: 900 San Pedro

Ventura, CA 93001

Street Address: 900 San Pedro

City: Ventura

State: CA Zip 93001

Phone Number: 805-665-7336

Docket Number: \_\_\_\_\_

Email Address: epence@inceptionmg.com

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

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

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

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Erik Pence  
Signature

9/5/2012  
Date

Erik Pence

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

09/25/2012 CNGUYEN2 00000003 29328529

REEL: 029094 FRAME: 0255

# Silicon Valley Bank >

A Member of SVB Financial Group



August 15, 2011

## Bill of Sale - Assets of ZillionTV Corporation

To whom it may concern:

This letter confirms that Trinidad Entertainment Services has paid Silicon Valley Bank in full for the purchase of certain assets of ZillionTV Corporation through a foreclosure sale under Article 9 of the California Commercial Code held on or about March 15, 2011 and evidenced by a Certificate of Sale signed by Silicon Valley Bank and dated June 2, 2011.

Sincerely,

SILICON VALLEY BANK,  
A banking corporation

Bellet Eliasnia  
Advisor III

Silicon Valley Bank 2400 Hanover St. Palo Alto, CA 94304

PATENT  
REEL: 029094 FRAME: 0256

# Silicon Valley Bank >

A Member of SVB Financial Group

## NOTIFICATION OF DISPOSITION OF COLLATERAL

*Via Certified Mail, Return Receipt Requested; and Via First Class U.S. Mail*

### TO: DEBTOR ZILLIONTV CORPORATION AND PARTIES IN INTEREST:

Notice is hereby given that Silicon Valley Bank ("SVB") is secured party and lender under that Loan and Security Agreement dated as of March 26, 2010, as thereafter amended ("Loan Agreement"), wherein ZillionTV Corporation ("Debtor"), as grantor, granted a security interest in the Collateral described therein to SVB, as Secured Party. Pursuant to the California Commercial Code Sections 9610 *et seq.*, SVB hereby gives further notice to Debtor and to all other parties who are entitled to notice that, because of defaults under the Loan Agreement, certain collateral (the "Subject Assets") will be sold privately on or after March 21, 2011 at 9:00 a.m.

The Collateral to be sold consists of all of Debtor's right, title and interest, if any, in and to the Subject Assets free and clear of any and all security interests of SVB and any security interest or lien subordinate thereto. The Subject Assets are more particularly described in Exhibit A attached hereto.

The Debtor is entitled to an accounting of the unpaid indebtedness secured by the property that the secured parties intend to sell. The Debtor may request an accounting by calling us at (650) 855-3063 or contacting us in writing at the address set forth above.

DATED: March 11, 2011

Silicon Valley Bank

Bellet Eliasnia  
Advisor III

By: Burt El

Silicon Valley Bank 2400 Hanover St. Palo Alto, CA 94304

PATENT  
REEL: 029094 FRAME: 0257

**Exhibit A**

**Subject Assets Under Notification of Disposition of Collateral – ZILLIONTV**

The Subject Assets consist of all of Debtor's right, title and interest in and to the all of the following personal property of Debtor in existence as of the date of this Notice of Disposition Of Collateral:

All goods, Accounts (including health-care receivables), Equipment, Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, General Intangibles, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and all Debtor's Books relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

**NOTWITHSTANDING THE FOREGOING, THE SUBJECT ASSETS DO NOT INCLUDE THE EQUIPMENT FINANCED BY FIRST FINANCIAL VENTURES, LLC OR ITS AFFILIATES, INCLUDING THAT EQUIPMENT DESCRIBED IN THOSE FINANCING STATEMENTS FILED IN DELAWARE AS FILING NOS. 2008 3715644, 2008 3715834, 2008 3755145, 2008 4142269 and 2009 0090156.**

TO THE EXTENT IN EXISTENCE AND TO THE EXTENT OWNED AND NOT LEASED OR LICENSED from a third party by Debtor, the Subject Assets do include the following:

- (1) Hardware and equipment as per "ZillionTV Asset List of Equipment in Mountain View" that is depicted for reference below.
- (2) Any hardware or equipment which may be located after the fact at a remote site, which may include set-top box kits located in an unknown storage area in or about Santa Clara, California.
- (3) Corporate name, brand and associated trademarks and copy rights.
- (4) Any and all source code and other content residing on the Network Appliance NAS device and other data repositories existing on PCs, Servers, JBODs and disk drives of the Debtor.
- (5) Any and all published patents (Design), published applications and applications in process.

# Silicon Valley Bank >

A Member of SVB Financial Group

March 15, 2011

***By Email***

Erik St. Anthony Pence  
Chief Operating Officer  
Trinidad Entertainment Services  
900 San Pedro St  
Ventura, CA 93001

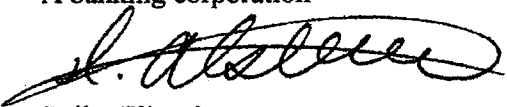
***Re: Foreclosure Bid To Purchase Certain Assets of Zillion TV Corporation, dated  
March 4, 2011 (the "Bid")***

Dear Mr. Pence:

This letter is to confirm that subject to its Commercial Code obligations to sell in a commercially reasonable manner, Silicon Valley Bank ("SVB") has accepted the Bid of Trinidad Entertainment Services to purchase certain assets of ZillionTV Corporation through a foreclosure sale under Article 9 of the California Commercial Code. Provided that no valid objection from a notice recipient is received, the sale shall be closed on March 21, 2011, (or such other date as is agreeable to SVB) on the terms and conditions set forth in the attached form of Certificate of Sale [California Commercial Code §9610]. Said sale shall be for cash to be wired to SVB in accordance with instructions which will follow.

Sincerely,

SILICON VALLEY BANK,  
A banking corporation

  
Bellet Eliasnia  
Advisor III

cc: Jason Caporrino

**CERTIFICATE OF SALE**  
**[CALIFORNIA COMMERCIAL CODE § 9610]**

Pursuant to § 9610 of the California Commercial Code, and in consideration of the sum of One Hundred Fifty Thousand and no/100ths Dollars (\$150,000.00) to be paid in accordance with Exhibit A attached hereto, Silicon Valley Bank (hereinafter "Seller") does hereby sell, transfer and deliver to Trinidad Entertainment Corporation, a California corporation (hereinafter "Purchaser"), all of the rights of ZILLIONTV CORPORATION, (hereinafter "Debtor") to certain of the assets of Debtor in accordance with the terms set forth in Exhibit A. Said assets are more particularly described in Exhibit "B" attached hereto. Said assets shall hereinafter be referred to as the "Subject Assets."

Subject to the provisions of Exhibit A, the sale transfers to Purchaser all of Debtor's right, title and interest in and to the Subject Assets free and clear of any and all security interests of Seller and any security interest or lien subordinate thereto. Seller warrants that it holds a valid first priority perfected security interest in and to Debtor's interest in the Subject Assets pursuant to certain UCC-1 filings in the State of Delaware, as amended from time-to-time and pursuant to the certain Subordination Agreement with Sierra Ventures, IX, L.P. Notwithstanding the foregoing, Purchaser acknowledges that with respect to any intellectual property included in the Subject Assets, which include patents, this warranty is made upon Seller's actual knowledge without investigation regarding particular assets or whether liens or assignments have been recorded in other states or in national registers.

AS BETWEEN SELLER AND PURCHASER, THE SUBJECT ASSETS ARE SOLD "AS IS," "WHERE IS," AND "IF IN," WITH ALL FAULTS. EXCEPT AS HEREIN PROVIDED, SELLER SPECIFICALLY DISCLAIMS ALL WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, POSSESSION, QUIET ENJOYMENT OR TITLE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, TRADE USAGE OR TRADE PRACTICE. AS BETWEEN SELLER AND PURCHASER, PURCHASER ACCEPTS ALL RISKS OF TRANSFER OF OWNERSHIP OR ASSIGNMENT OF THE SUBJECT ASSETS.

Purchaser acknowledges that it has not relied upon any representations of Seller or its agent, except as may specifically be provided herein, and THAT IT HAS EXAMINED THE VALIDITY, QUANTITY, QUALITY AND VALUE OF THE SUBJECT ASSETS and has accepted the same without recourse to Seller or its agent. Purchaser acknowledges that it is a merchant of the inventory and equipment relating to the Subject Assets, as that term is defined in the Uniform Commercial Code. Seller disclaims any representation or warranty that particular property described on Exhibit B exists, in whole or in part, or is in a form usable to Purchaser. To the extent that Subject Assets are in the possession, custody or control of parties other than Debtor, including but not limited to subcontractors, storage facilities, former employees, manufacturing partners or consultants to Debtor, Seller disclaims any representation or warranty that Seller's rights therein are superior to rights of any other such party and further disclaims any



obligation to deliver such property to Purchaser. Purchaser shall bear all costs and expenses incurred in obtaining possession, custody or control of any of the Subject Assets and in transferring ownership of the Subject Assets to it, including payment of rent or storage charges claimed by any storage facility where such assets are located.

THE MONEYS RECEIVED BY SELLER UNDER THIS AGREEMENT DO NOT INCLUDE ANY ASSUMPTION BY SELLER OR ITS AGENT OF ANY RISK OF PURCHASER OF ANY ACTUAL DAMAGES IN EXCESS OF THE CASH CONSIDERATION ACTUALLY PAID TO SELLER, OR OF ANY CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS OR OTHERWISE. ACCORDINGLY, SELLER AND ITS AGENT SHALL NOT BE LIABLE TO PURCHASER FOR ANY ACTUAL DAMAGES IN EXCESS OF THE CASH CONSIDERATION ACTUALLY PAID TO SELLER, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL EXEMPLARY, OR RELIANCE DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY WHETHER CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT MAY AN ACTION BE FILED ON ANY CLAIMS ARISING OUT OF THIS AGREEMENT LATER THAN 90 DAYS AFTER THE DATE OF EXECUTION HEREOF.

As between Seller and Purchaser only, in addition to all the consideration paid hereunder, Purchaser shall be liable for all sales or use taxes, and shall hold Seller harmless from any cost relating thereto.

[continued on next page]



All aspects of this agreement, including construction, validity and performance of this agreement, shall be governed by, and construed and enforced in accordance with, the laws of the State of California, United States of America. The Purchaser agrees to submit to the exclusive jurisdiction of the state and Federal courts located in Santa Clara County, State of California.

Executed at Santa Clara, California this 2-day of June, 2011.

SELLER:  
SILICON VALLEY BANK

By: Burt Sh  
Its: Senior Advisor

**THE FOREGOING IS AGREED AND ACCEPTED**

**PURCHASER:**  
TRINIDAD ENTERTAINMENT CORPORATION

By: [Signature]  
Name: E. P. Allen  
Title: CEO

ab



## **EXHIBIT A**

Payment of the total sum of \$150,000.00 and transfer of title and possession of the Subject Assets shall be effected as follows:

1. No later than 3 calendar days after the date of this Certificate of Sale ("Certificate"), Purchaser shall deliver to Seller by wire transfer in accordance with Seller's instruction the sum of \$50,000.00. Upon delivery of said funds, Purchaser may take delivery of and title to a portion of the Subject Assets equal to twenty-five percent of the total estimated value of the Subject Assets, as determined by Seller's agent in its sole discretion; provided that this portion of the Subject Assets shall not include any of Debtor's corporate name, brand and associated trademarks, copy rights or any published patents (Design), published applications and applications in process.

2. No later than June 30, 2011, Purchaser shall deliver to Seller by wire transfer in accordance with Seller's instruction the sum of \$50,000.00. Upon delivery of said funds, Purchaser may take delivery of and title to an additional portion of the Subject Assets equal to twenty-five percent of the total estimated value of the Subject Assets, as determined by Seller's agent in its sole discretion; provided that this portion of the Subject Assets shall not include of Debtor's corporate name, brand and associated trademarks, copy rights or any published patents (Design), published applications and applications in process..

3. No later than July 30, 2011, Purchaser shall deliver to Seller by wire transfer in accordance with Seller's instruction the sum of \$50,000.00. Upon delivery of said funds, Purchaser may take delivery of and title to the remainder of the Subject Assets. Debtor's corporate name, brand and associated trademarks, copy rights and any and all published patents (Design), published applications and applications in process shall be included within this last portion of the Subject Assets to be delivered.

4. Delivery shall be at the warehouse of Seller's agent and shall be at Purchaser's expense.

5. For avoidance of doubt, Purchaser shall not have any title or right to possession of the portions of the Subject Assets for which it has not made payment as set forth in paragraphs 1, 2 and 3 above, respectively. Should Purchaser fail to make payment in strict accordance with the dates set forth above, then as to the portions of the Subject Assets for which Purchaser has not yet made payment, Purchaser shall have no right, title or interest therein, and Seller is free to sell or otherwise to dispose of such remaining portions of the Subject Assets as it deems appropriate in its sole discretion without obligation to Purchaser. Furthermore, if Purchaser makes some but not all payments provided for herein, Seller shall retain such payment(s) irrespective of the total percentage of the Subject Assets delivered to Purchaser.



6. Time is of the essence of this agreement.

7. To the extent that Purchaser pays for and takes title and delivery of the Subject Assets in accordance with this exhibit, the terms and conditions of the Certificate apply to such Subject Assets.



## **EXHIBIT B**

The Subject Assets consist of all of Debtor's right, title and interest in and to the following personal property, TO THE EXTENT IN EXISTENCE AND TO THE EXTENT OWNED AND NOT LEASED OR LICENSED from a third party by Debtor:

- (1) Hardware and equipment as per "ZillionTV Asset List of Equipment in Mountain View" that is depicted for reference below.
- (2) Any hardware or equipment which may be located after the fact at a remote site, which may include set-top box kits located in an unknown storage area in or about Santa Clara, California.
- (3) Corporate name, brand and associated trademarks and copy rights.
- (4) Any and all source code and other content residing on the Network Appliance NAS device and other data repositories existing on PCs, Servers, JBODs and disk drives of the Debtor.
- (5) Any and all published patents (Design), published applications and applications in process.

### ***ZillionTV Asset List of Equipment in Mountain View***

<b><u>Item</u></b>	<b><u>Model #</u></b>	<b><u>Quantity</u></b>
ALTUSCN	ALTUSCN	1
APPLE	APPLE PC	1
AVOCENT	DSR 1020	1
CISCO	2600 SERIES	1
CISCO	3800 SERIES	1
CISCO	ASA 5510 SERIES	1
CISCO	ASA 5540 SERIES	1
CISCO	IAD 2400 SERIES	1
CISCO	LYNKSYS SR2024	1
Custom PC/Clones		12
DELL	DIMENSION 5150	4
DELL	DIMENSION E521	4
DELL	OPTIPLEX 755	6
DELL	POWEREDGE 1950	6
DELL	POWEREDGE 2950	9
DELL	POWEREDGE M1000E	1
DELL	M600 blades inside the M1000	9
DELL	POWEREDGE R200	2
DELL	POWEREDGE SC430	1



US00D594828S

(12) **United States Design Patent**  
**Dozoretz et al.**

(10) **Patent No.:** **US D594,828 S**

(45) **Date of Patent:** **\*\* Jun. 23, 2009**

(54) **SET-TOP BOX**

(75) **Inventors:** **David Dozoretz**, Los Angeles, CA (US);  
**Tim Wilcox**, Burbank, CA (US); **Ryan Church**, Redondo Beach, CA (US);  
**John Duncan**, San Anselmo, CA (US)

(73) **Assignee:** **Zillion TV Corporation**, Sunnyvale, CA (US)

(\*\*) **Term:** **14 Years**

(21) **Appl. No.:** **29/328,529**

(22) **Filed:** **Nov. 25, 2008**

(51) **LOC (9) Cl.** ..... **14-03**

(52) **U.S. Cl.** ..... **D14/125**

(58) **Field of Classification Search** ..... D14/125-134,  
D14/239, 371, 136, 374-377; 312/7.2; 348/836,  
348/838, 180, 184, 325, 739; 341/12; 248/917-924,  
248/465, 123.11; 345/104, 133, 156, 168,  
345/87, 173, 169; 349/1, 2, 11, 62; 720/605,  
720/669, 600, 655, 99, 197; 455/344-347  
See application file for complete search history.

(56) **References Cited**

**U.S. PATENT DOCUMENTS**

D358,812 S \* 5/1995 Boyd ..... D14/125  
D361,758 S \* 8/1995 Youens et al. .... D14/434  
D405,064 S \* 2/1999 Iino ..... D14/434  
D406,265 S \* 3/1999 Barrese ..... D14/217

D442,955 S \* 5/2001 Reynolds et al. .... D14/480.1  
D443,254 S \* 6/2001 Jensen et al. .... D14/125  
D453,511 S \* 2/2002 Goto ..... D14/371  
D512,995 S \* 12/2005 Storti et al. .... D14/257  
D541,272 S \* 4/2007 Wang ..... D14/356  
D574,376 S \* 8/2008 Park ..... D14/257

\* cited by examiner

*Primary Examiner*—Raphael Barkai

*Assistant Examiner*—Randall H Gholson

(74) *Attorney, Agent, or Firm*—Carr & Ferrell LLP

(57) **CLAIM**

The ornamental design for a set-top box, as shown and described.

**DESCRIPTION**

FIG. 1 is a front view of the set-top box, illustrating a front view of the new design;

FIG. 2 is a left side view of the set-top box of FIG. 1;

FIG. 3 is a right side view of the set-top box of FIG. 1;

FIG. 4 is a top view of the set-top box of FIG. 1;

FIG. 5 is a bottom view of the set-top box of FIG. 1;

FIG. 6 is a back view of the set-top box of FIG. 1;

FIG. 7 is a first perspective view of the set-top box of FIG. 1; showing front and top views; and,

FIG. 8 is a second perspective view of the set-top box of FIG. 1, showing bottom and back views.

**1 Claim, 3 Drawing Sheets**

