

05-22-2001



101724881

FORM PTO-1618
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other Assignment of Security Interest

Conveying Party

5-14-01

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
 04 30 01

Name Silicon Valley Bank

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other a California chartered bank
- Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name Plymouth DeWitt, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 1600 N. 80th Street

Address (line 2) Suite G

Address (line 3) Scottsdale
City

AZ, USA
State/Country

85260
Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002299 FRAME: 0322

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="74726989"/>	<input type="text" value="75227433"/>	<input type="text" value="75227446"/>	<input type="text" value="2172362"/>	<input type="text" value="2139094"/>	<input type="text" value="2225026"/>
<input type="text" value="75227317"/>	<input type="text" value="75227432"/>	<input type="text" value="75227435"/>	<input type="text" value="2274769"/>	<input type="text" value="2139095"/>	<input type="text" value="1834451"/>
<input type="text" value="75227434"/>	<input type="text" value="75227442"/>	<input type="text" value="75227322"/>	<input type="text" value="2201001"/>	<input type="text" value="2176408"/>	<input type="text" value="1985298"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

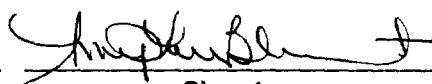
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Amy Lou Blunt

Name of Person Signing



Signature

4/30/01

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

75227323	75269034	75284088
75227268	75269041	75299695
75227439	75269042	75341080
75227440	75269043	75096038
75227441	75269044	
75243205	75269045	
75243355	75284086	

Registration Number(s)

1721055		

**ASSIGNMENT OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AGREEMENT ("Agreement") made and entered into this 30th day of April, 2001 (the "Effective Date"), by and between Silicon Valley Bank, a California chartered bank, having a principal place of business at 3003 Tasman Drive, Santa Clara, CA 95054 ("Assignor"), and Plymouth DeWitt, Inc., a Delaware corporation, having a principal place of business at 1600 N. 80th Street, Suite G, Scottsdale, AZ 85260 ("Assignee").

WITNESSETH THAT:

WHEREAS, Assignor and WAVO Corporation, formerly known as Wavephore, Inc. ("WAVO") are parties to an Intellectual Property Security Agreement, dated as of October 14, 1997 ("IP Security Agreement"), wherein Assignor was granted a security interest in certain patents and trademarks owned by WAVO (the "IP"), a copy of said IP Security Agreement is attached hereto and made part hereof as Schedule I; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's rights, interest, and goodwill under and in the IP Security Agreement; and

WHEREAS, Assignor has, pursuant to the terms of the IP Security Agreement, the right to assign said IP Security Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby grant, transfer, assign and set over to Assignee all of Assignor's right, title, estate and interest in, to and under the IP Security Agreement and all rights, benefits and obligations thereunder, TO HAVE AND TO HOLD the same unto Assignee for its sole use and benefit absolutely, with all attendant goodwill related thereto.

2. Assignee agrees to and does hereby accept the assignment of the IP Security Agreement and expressly assumes all rights, benefits and obligations of Assignor under said IP Security Agreement.

3. Assignor makes no representation or warranty as to the status of the assigned IP. Assignee accepts the assignment of the IP AS IS and acknowledges that some of the IP has an abandoned status at the United States Patent & Trademark Office. Assignee agrees that any and all due diligence with relationship to the IP is its sole responsibility.

4. This Agreement shall be construed in accordance with and governed by the laws of the state of California, and shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the Effective Date set forth above.

SILICON VALLEY BANK,
a California chartered bank
"ASSIGNOR"

By: *Amy Lou Blunt*
Name: Amy Lou Blunt
Its: Vice President

PLYMOUTH DEWITT, INC.,
a Delaware corporation
"ASSIGNEE"

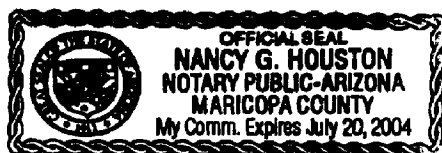
By: *David E. Deeds*
Name: David E. Deeds
Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 20th day of April, 2001, by Amy Lou Blunt, Vice President of Silicon Valley Bank, a California chartered bank, on behalf of the bank.

Nancy G. Houston
Notary Public

My Commission Expires:
July 20, 2004



STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 30th day of April, 2001, by David E. Deeds, the President of Plymouth DeWitt, Inc., a Delaware corporation, on behalf of the corporation.

Nancy G. Houston
Notary Public

My Commission Expires:
July 20, 2004



SCHEDULE I

Intellectual Property Security Agreement

(attached)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 14, 1997 by and between SILICON VALLEY BANK ("Bank") and WAVEPHORE, INC., ("Grantor").

RECITALS

now known as WAWO CORPORATION
W

A. Bank has agreed to make certain advances of money and to extend 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 of even date herewith (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, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules 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.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

3311 North 44th Street
Phoenix, AZ 85018

Attn: Mr. Kenneth Swenson

GRANTOR:

WAVEPHONE, INC., ^{now known as} WANO CORPORATION

By:

Kenneth D. Swenson
Title: Executive V.P. & CFO

BANK:

SILICON VALLEY BANK

By:

Steve D. Judd
Title: Sr Vice President

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054

Attn: Mr. Kevin Conway

EXHIBIT A

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

None Registered

EXHIBIT B

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

WAVEPHORE

U.S. Patent Matters - Pending and Issued As of October 9, 1997

Title:	Serial No./ Patent No.	Filing Date/ Grant Date	Status: Pending/Issued	Our Docket No.
High Performance Data Tuner for Video Systems	08/249,017	5/25/94	Pending	29410.0100
Network for Retrieval and Video Transmission of Information	08/739,497	10/28/96	Pending	29410.0217
High Speed Cable TV Data Network (Divisional of 07/947,134)	08/224,740	4/8/94	Pending	29410.0500
Software Controlled Adaptive Delta Modulator (Divisional of 07/748,023)	08/393,173	2/23/95	Pending	29410.0700
Symbol Synchronized Data Broadcasting System	08/537,266	9/29/95	Pending	29410.0800
Direct Data Tuner	08/631,266	4/12/96	Pending	29410.1000
Ghost Cancelor	08/631,346	4/12/96	Pending	29410.1500
Method and System for Decoding Data in a Signal	08/841,794	5/5/97	Pending	29410.7000
High Speed VBI Communication System (Provisional Application)	Not yet assigned	7/17/97	Pending	29410.7100
Cable TV Encoder System	5,587,743	12/24/96	Issued	29410.0300
Cable TV Data Network Tuner	5,572,247	11/5/96	Issued	29410.0600
Analog To Digital and Digital to Analog Signal Processors	5,021,786	6/4/91	Issued	29410.1600
Analog to Digital and Digital to Analog Signal Processors	5,124,706	6/23/92	Issued	29410.1700

Title:	Serial No./ Patent No.	Filing Date/ Grant Date	Status: Pending/Issued	Our Docket No.
Bandwidth Compression and Expansion System	5,184,218	2/2/93	Issued	29410.1800
Waveform Modulation and Demodulation Methods and Apparatus	5,200,715	4/6/93	Issued	29410.1900
Transmitting Data with Video	5,327,237	7/5/94	Issued	29410.2000
Digitally Controlled Adaptive Slew Rate Delta Modulator	5,208,595	5/4/93	Issued	29410.2100
Midlevel Carrier Modulation and Demodulation Techniques	4,989,219	1/29/91	Issued	29410.2200
Data with Video Transmitter	5,387,941	2/7/95	Issued	29410.2300
Software Controlled Adaptive Delta Modulator	5,457,714	10/10/95	Issued	29410.2400
Timing Control. for Injecting a Burst and Data Into a Video System	5,410,360	4/25/95	Issued	29410.2500
Transmitting a Secondary Signal with Dynamic Injection Level	5,559,559	9/24/96	Issued	29410.2600
System for Transparent Transmission and Reception of a Secondary Data Signal with a Video Signal in the Video Band	5,557,333	9/17/96	Issued	29410.2800
TV Facsimile Transmission System	5,666,168	9/9/97	Issued	29410.0400
Filter By-Pass for Transmitting an Additional Signal with a Video Signal	5,617,148	4/1/97	Issued	29410.2700

WAVEPHORE

Foreign Patent Matters - Pending and Issued As of October 9, 1997

Country:	Title:	App. No./ Patent No.	Filing Date/ Grant Date	Status: Pending/Issued /Completed	Our Docket No.
Canada	Transmitting Data with a Video Signal	2,111,310	5/4/92	Pending	29410.2003
Europe	Transmitting Data with Video	92911989.1	5/4/92	Pending	29410.2005
Japan	Transmitting Data with Video	5-500853	5/4/92	Pending	29410.2010
S. Korea	Transmitting Data with a Video Signal	703878/93	5/4/92	Pending	29410.2011
PCT	Transmitting Data with a Video Signal	PCT/US92/03711	5/4/92	Completed	29410.2016
Canada	Filter By-Pass for Transmitting an Additional Signal with a Video Signal	2,164,830	6/10/94	Pending	29410.2703
Europe	Filter By-Pass for Transmitting an Additional Signal with a Video Signal	94920725.2	6/10/94	Pending	29410.2705
Japan	Filter By-Pass for Transmitting an Additional Signal with a Video Signal	HEI 7-502148	6/10/94	Pending	29410.2710
S. Korea	Filter By-Pass for Transmitting an Additional Signal with a Video Signal	705657/95	6/10/94	Pending	29410.2711
PCT	Filter By-Pass for Transmitting an Additional Signal with a Video Signal	PCT/US94/06627	6/10/94	Complete	29410.2716

EXHIBIT C

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

WAVEPHORE

U.S. Trademark Matters - Pending and Registered As of October 9, 1997

Mark:	Serial No/ Registration No.	Filing Date/ Registration Date	Status: Pending/Issued	Our Docket No.
PYRAMID Logo	75/204,140	11/25/96	Pending	29410.4600
TV-TI	74/726,989	9/11/95	Pending	29410.5500
WAVETOP	75/220,266	12/26/96	Pending	29410.5600
SMARTTOP	75/227,317	1/17/97	Pending	29410.5700
LIVETOP	75/227,434	1/17/97	Pending	29410.5800
RADIOTOP	75/227,433	1/17/97	Pending	29410.5900
ACTIVETOP	75/227,432	1/17/97	Pending	29410.6000
KIDSTOP	75/227,442	1/17/97	Pending	29410.6100
NEWSTOP	75/227,446	1/17/97	Pending	29410.6200
WEATHERTOP	75/227,435	1/17/97	Pending	29410.6300
GAMETOP	75/227,322	1/17/97	Pending	29410.6400
TVTOP	75/227,323	1/17/97	Pending	29410.6500
MOVIETOP	75/227,268	1/17/97	Pending	29410.6600
VIDEOTOP	75/227,439	1/17/97	Pending	29410.6700
FAMILYTOP	75/227,440	1/17/97	Pending	29410.6800
GUIDETOP	75/227,441	1/17/97	Pending	29410.6900
ONLINETOP	75/243,205	2/18/97	Pending	29410.7300
MYTOP	75/243,355	2/18/97	Pending	29410.7200
W and Design	75/244,215	2/19/97	Pending	29410.7400
WAVESERVER	75/262,720	3/12/97	Pending	29410.4500
WAVECEIVER	75/262,721	3/12/97	Pending	29410.4400
WAVEPHORE Logo	75/257,480	3/14/97	Pending	29410.4800
WAVEPHORE (Wordmark)	75/257,774	3/14/97	Pending	29410.4700
STOCKTOP	75/269,034	4/3/97	Pending	29410.7500
PARENTTOP	75/269,041	4/3/97	Pending	29410.7900

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Mark:	Serial No./ Registration No.	Filing Date/ Registration Date	Status: Pending/Issued	Our Docket No.
SPORTSTOP	75/269,042	4/3/97	Pending	29410.8000
QUOTETOP	75/269,043	4/3/97	Pending	29410.7600
WOMENSTOP	75/269,044	4/3/97	Pending	29410.7800
COOKTOP	75/269,045	4/3/97	Pending	29410.7700
EDUTOP	75/284,086	4/30/97	Pending	29410.8100
FUNTOP	75/284,088	4/30/97	Pending	29410.8200
TECHTOP	75/299,695	5/28/97	Pending	29410.8300
CYBRARIAN	75/341,080	8/14/97	Pending	29410.8400
WAVEPHORE NEWSCAST	75/096,038	9/4/97	Pending	29410.8500
INTERCEIVER	Not yet filed	Not yet filed	Awaiting signed application for filing	29410.8600
WAVEPHORE	1,721,055	9/29/92	Registered	29410.4300
AUDIO 2000	1,834,451	5/3/94	Registered	29410.5200
TVT1/4	1,985,298	7/9/96	Registered	29410.5300

WAVEPHORE

Foreign Trademark Matters - Pending and Registered As of October 9, 1997

Mark/ Country:	Serial No./ Registration No.	Filing Date/ Registration Date	Status: Pending/Issued	Our Docket No.
WAVETOP Australia	737775	6/26/97	Pending	29410.5601
WAVETOP Canada	849,171	6/26/97	Pending	29410.5603
WAVETOP Germany	397 29 584.7	6/26/97	Pending	29410.5607
WAVETOP Japan	Not yet assigned	7/18/97	Pending	29410.5610
WAVETOP United Kingdom	2137113	6/26/97	Pending	29410.5621
WAVETOP Logo Australia	741813	8/18/97	Pending	29410.7401
WAVETOP Logo Canada	853,594	8/15/97	Pending	29410.7403
WAVETOP Logo Germany	397 39 576.0	8/19/97	Pending	29410.7407
WAVETOP Logo Japan	Not yet assigned	8/19/97	Pending	29410.7410
WAVETOP Logo United Kingdom	2142402	8/18/97	Pending	29410.7421
WAVEPHORE (Wordmark) Canada	856,020	9/15/97	Pending	29410.4703
WAVEPHORE (Wordmark) Japan	Not yet assigned	9/16/97	Pending	29410.4710
WAVEPHORE (Wordmark) United Kingdom	Not yet assigned	9/15/97	Pending	29410.4721
WAVEPHORE Logo Canada	856,021	9/15/97	Pending	29410.4803
WAVEPHORE Logo Japan	Not yet assigned	9/16/97	Pending	29410.4810
WAVEPHORE Logo United Kingdom	Not yet assigned	9/15/97	Pending	29410.4821

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