

02-27-2002

MRO 2-21-02



101995409

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Silicon Valley Bank

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

2. Name and address of receiving party(ies)

Name: Questar, Inc.

Internal

Address:

Street Address: 680 N. Lake Shore Dr., Ste. 900

City: Chicago State: IL Zip: 60611

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1665439 1945571 1736121 1441616

Additional number(s) attached Yes No

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

Name: Donald R. Simon

Internal Address:

Street Address: 680 N. Lake Shore Dr., Ste. 900

City: Chicago State: IL Zip: 60611

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Donald R. Simon Name of Person Signing

Signature

2/18/2002 Date

14

Total number of pages including cover sheet, attachments, and document.

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

02/26/2002 LMUELLER 00000010 1665439

01 FC:481 02 FC:482

40.00 DP 75.00 DP



**BILL OF SALE**  
**UNDER CALIFORNIA COMMERCIAL CODE § 9504**

This Bill of Sale is effective as of September 22, 2000 and is to acknowledge that Silicon Valley Bank ("Bank") hereby transfers and has this day sold to Questar Inc. ("Questar") for the sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000), receipt of which is hereby acknowledged, all existing assets (i) which are identified as collateral in the documents specified in Exhibit A ("Exhibit A Documents") owned by IVN Entertainment, Inc. or (ii) in which Bank has a security interest under the Exhibit A documents and (iii) all proceeds thereof (collectively the "Assets").

Bank also hereby transfers and quitclaims to Questar all assets of International Video Network Inc. and IVN Communications as identified in the Exhibit A Documents to the extent that Bank has an interest in such assets.

Specifically and without limiting the foregoing, Bank separately transfers and assigns all of those registered copyrights which are delineated as collateral in the Exhibit A Documents; and Bank authorizes Questar to file this Bill of Sale with the Copyright Office of the United States and register this Bill of Sale and such other documents as are necessary to effect such transfer.

The sale referred to in this Bill of Sale is made AS IS, WHERE IS; and Bank has no obligation to deliver possession or control of the Assets to Questar. Provided however: (i) any proceeds in any of IVN Entertainment's accounts maintained with Bank which have not been transferred as of September 22, 2000 or not retained for purposes of previously issued checks, shall be turned over to Questar by Bank on September 30, 2000; (ii) any documentary collateral in possession of Bank will be turned over on request to Questar, none presently known; (iii) Bank will inform Allied Film Laboratory Inc. ("Allied") that all of the assets subject to the Bailment and Security Agreement entered into as of November 30, 1993 by and between Bank, Allied and other parties, have been transferred Questar pursuant to this Bill of Sale and Bank will direct Allied to honor the instructions of Questar with regard to such assets to the extent necessary to implement the private sale of the collateral to Questar.

The sale referred to herein is a sale under California Commercial Code Section 9504. In connection therewith the Bank represents that: (i) IVN Entertainment Inc. is obligated to the Bank under the applicable Exhibit A Documents; (ii) the obligations to the Bank are secured by a lien on the collateral as set forth in the applicable Exhibit A Documents; (iii) the secured obligation is in default (iv) the Bank's lien has not been assigned or released (v) Bank has provided notice of the sale to IVN Entertainment to all non-terminated lienholders of IVN Entertainment reflected on the search of the UCC records of the California Secretary of State. Except as expressly stated, the Bank makes NO REPRESENTATION OR WARRANTY. In particular, without limiting the foregoing the Bank makes no representation or warranty as to the current title to the Assets, the priority of the Bank's lien, the rights or interests of parties with claims to the Assets which conflict with the Bank's lien.

This sale is made in accordance with the terms of the letter agreement dated September 12, 2000 from Susan Phillips McGee and modified by letter of Peter S. Munoz to Elias N. Matsakis dated September 20, 2000 and by Conditional Consent of Elias N. Matsakis dated September 22, 2000.

This Bill of Sale <sup>SPM</sup> is effective as of September 22, 2000.

SILICON VALLEY BANK

By SPM McGee, SVP  
Susan Phillips McGee  
Senior Vice President

12226147.1



**EXHIBIT A TO BILL OF SALE**

- A. Loan and Security Agreement (including the original Loan Documents and the Amended and Restated Loan documents)
- B. Amended and Restated Intellectual Property Security Agreement
- C. Copyright Recordation Information
- D. Subordination Agreement
- E. Bailment and Security Agreement
- F. UCC Filings
- G. UCC Searches
- H. Notice of Sale of Collateral on Default (Taylor Made Office Systems, Inc.)
- I. Notice of Sale of Collateral On Default (IVN Entertainment Inc. and International Video Network, Inc.) Tracking Labels
- J. Notice of Sale of Collateral On Default – International Video Network, Inc. Tracking Label showing return – telephone call to IVN Entertainment revealed International Video had moved to 1390 Willow Pass Road, Suite 900, Concord, CA 94520 and were now IVN).
- K. Forbearance Agreement.

12226035.1

# AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement ("Agreement") is entered into as of November 15, 1997, by and between SILICON VALLEY BANK ("Bank") and IVN ENTERTAINMENT, INC. ("Grantor").

## RECITALS

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 Amended and Restated 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. Grantor and Bank have previously entered into an Intellectual Property Security Agreement dated December 18, 1995 (the "Original Security Agreement"). Grantor and Bank wish to amend and restate the terms of the Original Security Agreement as stated herein. 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.

This Agreement is intended to and does completely amend and restate, without novation, the Original Security Agreement. All security interests granted under the Original Security Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under the Loan Agreement.

IN WITNESS WHEREOF, the parties have cause this Amended and Restated 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:

IVN ENTERTAINMENT, INC.

1390 Willow Pass Road, Suite 900  
Concord, CA 94520

By: *A Robert Brownell*

Title: CEO

Attn: Ms. Nancy LeSage

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054

By: *W Broyles*

Title: SVP

Attn: Mr. William Broyles

EXHIBIT C

Trademarks

*see attached*

PA\699187-3

TRADEMARK  
REEL: 002449 FRAME: 0429

PRIMARY TRADEMARK STATUS REPORT - 7/23/97 a:(bcpchtrondisc)trademar.rep

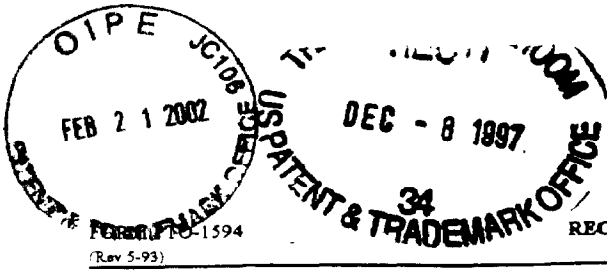
<u>MARK</u>	<u>STATUS</u>	<u>ACTION REQUIRED</u>	<u>URL REGISTRATION</u>
International Video Network	Statement of Use Pending		
IVN Communications	No file. Only a State of CA corp. file.		
IVN Entertainment	Filed with State of California	Decision made not to pursue trademark	
Logo Design (Globes)	Statement of Use filed 6/97		
International Broadcast Network	Attorney recommended in 1993 to not register it until we build goodwill on the mark.		
IVN.com			YES
VIDEO VISITS®	Registered Trademark 5/23/94	Up for renewal 8/30/2008	
VIDEO EXPEDITIONS®	Section 8 & Section 15 filed & registered		
VIDEO TRAVELLER®	Registered Trademark 12/1/92	Registration is for 10 years But you must file a declaration of use during the 6th year (12/1/98) or it will be canceled	
Video Travel Library®	Section 8 has been filed & registered 12/92	Renewal must be done June 2, 2007	
Video Field Trip	Attorney advised us to file a Statement of Use back in 11/92. I see no evidence that we did this.		







<u>MARK</u>	<u>STATUS</u>	<u>ACTION REQUIRED</u>	<u>URL REGISTRATION</u>
VivaMundo VivaMundo.com	Search Report Done		YES
SuperCities	The name is already registered to Carlsen Travel since 1983 for their tours. Go on using the name without registering, little risk.		
Video Postcard	Attorney advised that many companies have tried to register this mark, but all are refused. Concludes that we can use it without any infringement. Doubtful if it can every be registered unless we establish a significant presence with the name.		
Video Visits.com			YES
Windows to the World	Search was done. There appears to have been many conflicts. Further investigation would be required before attempting to register.		



12-16-1997



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Form PTO-1594  
(Rev. 5-93)

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

MRD 12-8-99

1. Name of conveying party(ies):  
IVN ENTERTAINMENT, INC.

Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership:  
Corporation - State:  
Other:

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

3. Nature of Conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: November 15, 1997

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

Name: SILICON VALLEY BANK  
Address: 3003 TASMAN DRIVE  
City: SANTA CLARA State: CA Zip: 95054

Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership:  
Corporation - State:  
Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

1,945,571	1,665,439	1,501,955
2,105,666	1,736,121	
2,097,950	1,441,616	

Additional numbers attached?  Yes  No

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

Name: Erin O'Brien  
Internal Address: GRAY CARY WARE & FREIDENRICH  
400 Hamilton Avenue  
Palo Alto, California 94301

6 Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) ..... \$ 190.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 07-1907

(Attach duplicate copy of this page if paying by deposit account)

12/16/1997 VERBUM 00000149 001:071907 1945571  
01 FC:481 40.00 CH  
02 FC:482 150.00 CH

DO NOT USE THIS SPACE

9. 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.

Erin O'Brien  
Name of Person Signing

*Erin O'Brien*  
Signature

December 3, 1997  
Date

Total number of pages comprising cover sheet: { 15 }

Mail Documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, DC 20231

PA:710801.1  
1190989-933900

RECORDED: 02/21/2002

TRADEMARK  
REEL: 002449 FRAME: 0432