

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMEEM, INC.	FORMERLY OPTIMEME, INC.	11/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3121609	IMEEM	
Registration Number:	3254193	I	
Registration Number:	3377429	IMEEM	
Registration Number:	3380514	WHAT'S ON YOUR PLAYLIST?	
Registration Number:	3392808	IMEEM! CONNECTS PEOPLE	
CORRESPONDENCE DATA			
Fax Number:	(408)841-7195		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4088417195		
Email:	dsanchezbentz@virtuallawpartners.com		
Correspondent Name:	Diana Sanchez Bentz, Legal Specialist		
Address Line 1:	Virtual Law Partners LLP		
Address Line 2:	235 Victoria Drive		
Address Line 4:	Gilroy, CALIFORNIA 95020		
ATTORNEY DOCKET NUMBER:	SVB_IMEEM_TM		

OP \$140.00 3121609

NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb0068/
Date:	12/04/2009
Total Attachments: 7 source=SVB_imeem_November 2009_IPSA#page1.tif source=SVB_imeem_November 2009_IPSA#page2.tif source=SVB_imeem_November 2009_IPSA#page3.tif source=SVB_imeem_November 2009_IPSA#page4.tif source=SVB_imeem_November 2009_IPSA#page5.tif source=SVB_imeem_November 2009_IPSA#page6.tif source=SVB_imeem_November 2009_IPSA#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 30, 2009 by and between SILICON VALLEY BANK ("Bank") and IMEEM, 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 Loan and Security Agreement by and between Bank and Grantor dated as of June 21, 2007 (as amended, modified, supplemented or restated, "Original Loan Agreement") and that certain Loan and Security Agreement dated April 30, 2009 (as amended, modified, supplemented or restated, the "Equipment Loan Agreement", and together with the Original Loan Agreement, the "Loan Agreements"). Capitalized terms used herein are used as defined in the Original Agreement.

B. In consideration of the agreements contained in that certain Amended and Restated Cash Collateral Agreement dated on or about November 30, 2009, Grantor has agreed to 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 Agreements.

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 Agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreements, 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 Exhibit A 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;

(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 Exhibit C 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 Exhibit D 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 Agreements. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreements 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 Agreements 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 Agreements 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:

IMEEM, INC.

Address of Grantor:
139 Townsend Street, Suite 400
San Francisco, CA 94107
Attn: John Kirsten

By: 

Title: Director

BANK:

SILICON VALLEY BANK

Address of Bank:
3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: Brian Bell

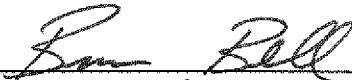
By: 
Title: SR. Advisor

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
INTERACTIVE MULTICAST MEDIA SERVICE	11/603539	11/22/2006
COLLABORATIVE MEDIA PRESENTATION SERVICE WITH USAGE RIGHTS MANAGEMENT	11/521,763	09/15/2006
PEER-BASED COMMUNICATIONS SYSTEM WITH SCALABLE DATA MODEL	11/500,543	08/08/2006
PEER-BASED COMMUNICATIONS SYSTEM WITH SCALABLE DATA MODEL	60/707,894	08/11/2005
SYSTEM AND METHOD FOR DISTRIBUTED DATABASE QUERIES IN OVERLAY NETWORKS OF PEER DEVICES	60/542,961	02/09/2004
INTERACTIVE MULTICAST MEDIA SERVICE	PCT US07/024326	05/06/2008

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IMEEM	3121609	07/25/2006
I	3254193	06/19/2007
IMEEM	3377429	02/05/2008
WHAT'S ON YOUR PLAYLIST?	3380514	02/12/2008
IMEEM! CONNECTS PEOPLE	3392808	03/04/2008

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE