

02-04-2000

TRADEMARKS ONLY



TRADEMARKS ONLY

Owner of Patents and Trademarks
Original document or copy thereof.

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101259225

1. Name of Party(ies) conveyed

Eveo, Inc.

Entity:

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

3. Interest Conveyed:

- Assignment Change of Name
- Security Agreement Merger
- Other

Execution Date

December 23, 1999

Name of Party(ies) receiving an interest:

Name: i-ncubate Limited

Address: 580 California Street, 5th Floor
San Francisco, CA 94104

Entity:

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

Citizenship: British Virgin Islands

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s)

75/760,834; 75/798,929

B. Trademark Registration No.(s)

5. Please mail documents back to:

Calendar/Docketing Dept.
Pillsbury Madison & Sutro LLP
Post Office Box 7880
San Francisco, CA 94120

6. Number of applications and registrations involved: 2

7. Amount of fee enclosed: \$ 65.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 24002-000-0001/RLK/RLT.

~~02/03/2000 BNGUYEN 00000205 25760034~~

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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.

Signature

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet)	14
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Attorney: Richard L. Kirkpatrick

Date: January 7, 2000

Atty/Sec: _____

Tel: (415) 983-1802

Fax: (415) 983-1200

PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT

In order to induce each of the purchasers whose name appears on the List of Purchasers attached hereto as Exhibit A (collectively, "Secured Parties") to enter into one or more agreements with Eveo, Inc., a Delaware corporation (the "Company"), and in consideration of any certain financial accommodations now or hereafter granted to or on behalf of the Company, the Company hereby assigns to Secured Parties as collateral and grants to Secured Parties a security interest in the following personal property (the "Collateral"):

(1) all present and future patents, patents pending, patent applications, unpatented inventions and trade secrets, drawings, know-how and related data and technology belonging to the Company, including but not limited to the items, if any, listed in Schedule I attached hereto and incorporated herein;

(2) all present and future trademarks and service marks and federal, state and foreign trademark and service mark registrations and applications belonging to the Company, including but not limited to the items, if any, described in Schedule II attached hereto and incorporated herein;

(3) all present and future trade names belonging to the Company, including but not limited to the names, if any, described in Schedule III attached hereto and incorporated herein;

(4) all present and future copyrights and all copyright registrations and applications belonging to the Company, including but not limited to the items, if any, described in Schedule IV attached hereto and incorporated herein by this reference;

(5) all present and future licenses belonging to the Company and pertaining to patents, patents pending, patent applications, trademarks, service marks, trademark registrations, service mark registrations, trademark applications, trade names, copyrights, package and trade dress; and

(6) all present and future accounts, general intangibles and deposit accounts; and

(7) all proceeds and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

Unless otherwise defined herein, each capitalized term shall have the meaning given to it in the Convertible Note and Warrant Purchase Agreement dated December 23, 1999, all supplements thereto, and any and all renewals and extensions thereof and amendments and modifications thereto (the "Purchase Agreement").

1. Obligations Secured by Collateral. The Collateral secures the (a) obligation of the Company to repay to Secured Parties all of the unpaid principal amount of, and accrued interest on (including any interest that accrues after the commencement of a bankruptcy proceeding) the indebtedness under the Notes and (b) all other indebtedness, liabilities and obligations of the Company to the Secured Parties, whether now existing or hereafter incurred and whether created under, arising out of or in connection with the Notes and the Security Agreement (collectively, the "Obligations")

2. Representations and Warranties. The Company hereby represents, warrants and covenants that: (a) the Company is the owner of the Collateral, free and clear of all liens, security interests, charges, encumbrances, setoffs, defenses and counterclaims of whatsoever kind or nature (except for the security interest granted to Secured Party or as otherwise disclosed in the Schedule of Exceptions to the Purchase Agreement); (b) the Company has not made and will not make any assignment, pledge, mortgage, hypothecation, license, or transfer of the Collateral or the proceeds thereof without the prior written consent of the Secured Parties; (c) this Agreement does not contravene any contractual restriction binding on the Company, including but not limited to any license agreement pertaining to the Collateral; (d) there are no legal actions or administrative proceedings pending or threatened before any court or administrative agency involving the Collateral; and (e) the Company will defend its title to the Collateral and Secured Parties' interest therein against all present and future claims.

3. Use and Ownership Prior to Default. The Company will retain legal and equitable title and the right to use the Collateral in the ordinary course of its business until an Event of Default has occurred under this Agreement. The Company shall take all actions necessary to preserve and maintain the Collateral and its rights therein. The Company shall promptly register or cause to be registered (to the extent not already registered) the most recent version of any copyright, copyright license, patent, patent license, trademark or trademark license, which, individually or in the aggregate, is material to the conduct of the Company's business, with the United States Copyright Office or Patent and Trademark Office, as applicable, including, without limitation, in all such cases the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings. The Company shall register or cause to be registered with the United States Copyright Office or Patent and Trademark Office, as applicable, those additional rights and interest developed or acquired by the Company after the date of this Security Agreement. Secured Parties are hereby appointed as the Company's attorneys-in-fact to take any action necessary to maintain such Collateral, including but not limited to filing affidavits of continued use and renewing the trademarks and service marks included in such Collateral if, and only if, the Company fails to do so in a timely manner. Such appointment is coupled with an interest and shall be irrevocable until all Obligations secured hereby have been fully discharged. The Company will reimburse a Secured Party for all sums expended by such Secured Party to maintain the Collateral, together with interest thereon at the rate the Notes. Notwithstanding the foregoing, Secured Parties will not be required to maintain the Collateral and does not assume any other obligation or liability pertaining to the Collateral.

4. Events of Default. An Event of Default under this Agreement shall have occurred if there occurs any Event of Default under the Promissory Notes.

5. Remedies on Default. In the event of any Event of Default under this Agreement, Secured Parties shall be entitled to exercise all of the rights and remedies afforded to a secured party under the Uniform Commercial Code and all other remedies provided by law, by agreement or otherwise, including but not limited to the right to foreclose its security interests by public or private sale. All rights and remedies will be cumulative.

6. Further Assurances. The Company will execute such financing statements, continuation statements and other documents in any location that Secured Parties may deem necessary or appropriate to perfect and preserve Secured Parties' security interest in the Collateral.

7. Termination. This Agreement and each Secured Party's security interest in the Collateral shall continue until the Obligations to such Secured Party secured hereby have been fully discharged.

8. Waiver. No provision of this Agreement may be waived or modified except by a writing signed by the parties hereto. No waiver of any provision of this Agreement on one occasion will constitute a waiver of the same or any other provision on a future occasion.

9. Governing Law. This Agreement will be governed by the substantive laws of the state of California.

10. Attorney Fees. The Company agrees that in the event of any litigation pertaining to the rights and remedies provided for in this Agreement, the prevailing party will be entitled to recover its attorney fees, expenses and costs, at trial and on appeal. Notwithstanding the foregoing, the Company shall pay or reimburse the Secured Parties for all costs and expenses incurred by them in the enforcement, attempted enforcement or preservation of any rights to payment of amounts due or remedies for failure to pay amounts due under the Notes or the Security Agreement or an Event of Default (as defined in the Notes), including reasonable attorney fees.

11. Unequal Payment by the Company. Each Secured Party agrees that if it shall, through the exercise of any right granted to the Secured Parties under this Security Agreement, the Purchase Agreement, the Notes or the other Transaction Documents or by applicable law, including, but not limited to any right of set-off, any secured claim under Section 506 of the Bankruptcy Code or any other security or interest arising from, or in lieu of such secured claim, and received by such Secured Party under any applicable bankruptcy, insolvency or other similar law, or otherwise, obtain payment in respect of its indebtedness as a result of which the unpaid portion of its indebtedness is proportionally less than the unpaid portion of the indebtedness of the other Secured Party, then (a) it shall promptly purchase at par (and shall be deemed to have thereupon purchased) from such other Secured Party a participation in the indebtedness of such other Secured Party, so that the amount of such Secured Party's indebtedness and the participation in the indebtedness of the other Secured Parties shall be in the same proportion to all indebtedness then outstanding as the amount of its indebtedness prior to obtaining of such payment was to the amount of all indebtedness outstanding prior to the obtaining of such payment and (b) such other adjustments shall be made from time to time as shall be equitable to

ensure that the Secured parties share the benefits of such payments pro rata. The term "indebtedness" shall include accrued interest thereon.

12. Actions by the Secured Parties and Amendments. All actions, omissions and decisions of the Secured Parties hereunder or any amendment of the Purchase Agreement, the Notes or this Security Agreement (each called herein "Act of the Secured Parties") shall be determined by and require the written consent of the individuals and entities holding Notes with 51% of the outstanding principal amount of and accrued interest on all indebtedness outstanding under the Notes. Each Secured Party shall take such actions and execute such documents as may be necessary to confirm or accomplish any Act of the Secured Parties. Notwithstanding the foregoing, the consent of each affected Secured Party shall be necessary to do the following to any Note:

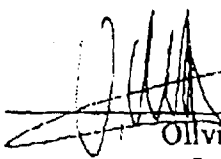
- (a) reduce the percentage of the principal and interest amount of indebtedness whose holders must consent to constitute an Act of the Secured Parties;
- (b) reduce the rate of or change the time for payment of interest on any indebtedness;
- (c) reduce the principal of or change the fixed maturity of any indebtedness;
- (d) make any change in the terms of any Note that adversely affects the right to convert any Note or increases the conversion price under the Notes; or
- (e) make any Loan payable in money other than the stated in the Notes.

[signature page follows]

This Patent, Trademark and Copyright Security Agreement is dated this 23rd day of December, 1999

"COMPANY"

Evco Inc., a Delaware corporation

By  _____
Olivier Zitoun
President

"PURCHASERS"

i-incubate Limited, a British Virgin Islands company

By _____
Name: _____
Title: _____

Media Technology Ventures, L.P., a California limited partnership

By _____
Name: _____
Title: _____

Media Technology Ventures Entrepreneurs Fund, L.P., a California limited partnership

By _____
Name: _____
Title: _____

Roy Tan, an individual

Sent By: EVEO;

415 771 6718;

Dec-23-99 1:10PM;

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This Patent, Trademark and Copyright Security Agreement is dated this 23rd day of December 1999


"COMPANY"

Eveo Inc., a Delaware corporation

By  _____
Olivier Zitoun
President

"PURCHASERS"

incubate Limited, a British Virgin Islands company

By  _____
Name: ADAM LIN
Title: Executive Director

Media Technology Ventures, L.P., a California limited partnership

By _____
Name: _____
Title: _____

Media Technology Ventures Entrepreneurs Fund, L.P., a California limited partnership

By _____
Name: _____
Title: _____

Ron Tan, an individual

"COMPANY"

Eveo Inc., a Delaware corporation

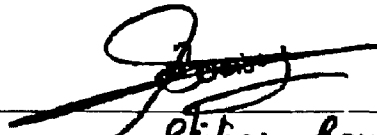
By _____
Olivier Zitoun
President

"PURCHASERS"

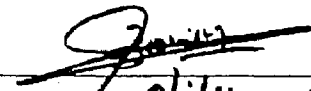
i-incubate Limited, a British Virgin Islands company

By _____
Name: _____
Title: _____

Media Technology Ventures, L.P., a California limited partnership

By  _____
Name: Philippe Bouillon
Title: Principal

Media Technology Ventures Entrepreneurs Fund, L.P., a California limited partnership

By  _____
Name: Philippe Bouillon
Title: Principal

Ron Tan, an individual

“COMPANY”

Eveo Inc., a Delaware corporation

By _____
Olivier Zitoun
President

“PURCHASERS”

i-ncubate Limited, a British Virgin Islands company

By _____
Name: _____
Title: _____

Media Technology Ventures, L.P., a California limited partnership

By _____
Name: _____
Title: _____

Media Technology Ventures Entrepreneurs Fund, L.P., a California limited partnership

By _____
Name: _____
Title: _____

Roy Tan, an individual



EXHIBIT A

SCHEDULE OF PURCHASERS

i-ncubate Limited,
a British Virgin Islands company
580 California Street, 5th Floor
San Francisco, CA 94104
Attention: Adam Lin
Fax: (415) 283-3323
Phone: (415) 283-3223

Media Technology Ventures, L.P.,
a California limited partnership
One First Street, Suite Two
Los Altos, CA 94022
Attention: Philippe Bouissou
Fax: (650) 917-5901
Phone: (650) 917-5900

Media Technology Ventures
Entrepreneurs Fund, L.P.,
a California limited partnership
One First Street, Suite Two
Los Altos, CA 94022
Attention: Philippe Bouissou
Fax: (650) 917-5901
Phone: (650) 917-5900

Roy Tan
Challenger Worldtrade Pte Ltd
20 Mactaggart Road
#07-02 Khong Guan Ind'l Bldg
Singapore
Fax: (65) 282-9879
Phone: (65) 9636-9145

SCHEDULE I

Patents

<u>Inventor</u>	<u>Serial #</u>	<u>Date Filed</u>	<u>Title</u>
O. Zitoun	09/415,197	10/7/99	Business Method of Receiving and distributing User-generated video content

SCHEDULE II

Trademarks

<u>Mark</u>	<u>Pending Application. No.</u>	<u>Filing Date</u>
EVEO	75-760,834	7/23/99
Earn-Per-View	75-798,929	9/13/99

SCHEDULE III

Trade Names

SCHEDULE IV

Copyrights