

09-12-2002



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OFFICE OF PUBLIC RECORDS

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FINANCE SECTION

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

9.3.02

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
- Merger Effective Date
Month Day Year August 8, 2002
- Change of Name
- Other:

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
August 8, 2002

Name Intertainer, Inc.

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Microsoft Capital Corporation

DBA/AK/A/T/A

Composed of

Address (line 1) One Microsoft Way

Address (line 2)

Address (line 3) Redmond, WA 98052

City State/County Zip

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Nevada

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.)

75618119

FOR OFFICE USE ONLY

09/11/2002 LMUELLER 00000179 75618119

01 FC:481
02 FC:482

40.00 DP
350.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. **TRADEMARK**
REEL: 2580 FRAME: 0328

Page 2

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 (206) 623-7580

Name Heather K. Fox
Address (line 1) Preston Gates & Ellis LLP
Address (line 2) 701 Fifth Avenue
Address (line 3) Suite 5000
Address (line 4) Seattle, WA 98101

Pages

Enter the total number of pages of the attached conveyance document including any attachments.
#13

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)		
75/618,119	75/795,670	76/200,503	2,565,130	2,298,481	2,317,185
76/135,813	76/380,830	76/368,975	2,322,064	2,321,614	2,532,100
			2,532,919	2,444,368	2,458,564

Number of Properties

Enter the total number of properties involved #15

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$390.00

Method of Payment: Enclosed Deposit Account

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

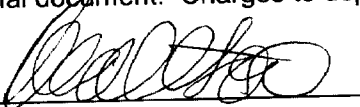
Deposit Account Number: # 162456

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.

Heather K. Fox



8/16/02

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 8, 2002, is made by INTERTAINER, INC., a Delaware corporation (the "Grantor"), in favor of MICROSOFT CAPITAL CORPORATION, a Nevada corporation (in its capacity as a Lender, "Microsoft" and in its capacity as the agent and secured party hereunder "Secured Party"), as the agent for Microsoft and MIDDLEFIELD VENTURES, INC. (together referred to herein as "Lenders") pursuant to the Loan Agreement dated as of August 8, 2002 between Grantor, Agent and Lenders (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WITNESSETH:

WHEREAS, Grantor owns the trademarks, trademark registrations, and trademark applications listed on Attachment 1 annexed hereto; and

WHEREAS, pursuant to the Loan Agreement, Grantor is borrowing Five Hundred Thousand Dollars (\$500,000) in the aggregate, from the Lenders (the "Secured Obligations"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and the Secured Party, Grantor has granted to the Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all currently owned and hereafter acquired Intellectual Property (as defined in the Security Agreement), including, without limitation, all trademark registrations and trademark applications, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement or the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, for its benefit and the

benefit of each Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other business identifiers, prints and labels on which any of the foregoing have appeared or appear, including, but not limited to, the items listed on Attachment 1, "Intertainer", all registrations and recordings thereof, all applications in connection therewith, all renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future (a) infringement or dilution or any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Attachment 1 annexed hereto and the trademark registrations issued with respect to the trademark applications referred to in Attachment 1 or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license and the right to sue for past, present and future infringement of any of the foregoing;

Trademark Collateral does not include Grantor's rights in: (a) trademark licenses under which Grantor is licensee to the extent that granting a security interest in the license is prohibited by the relevant license agreement; and (b) any trademark application based on an intent to use the trademark, until such time as the trademark is used in commerce and an Amendment to Allege Use of Statement of Use is filed and accepted by the United States Patent and Trademark Office.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon termination of the security interest as provided in Section 8.8 of the Security Agreement, the Secured Party shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the

Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. Microsoft as Agent for the Lenders. Microsoft has been appointed by the Lenders and recognized by each party as the agent (the "Agent") for the Lenders in connection with this Agreement and the Transaction Documents and has agreed to act as such upon the condition that (a) such Agent may act on behalf of Lenders only with respect to such powers as expressly delegated to it in the Transaction Documents; and (b) such Agent shall hold all collateral or proceeds by which the Loans are secured pursuant to the Transaction Documents, or any amounts collected by or credited to such Agent in satisfaction of any default pursuant to Section 5.5 of the Loan Agreement (collectively, "Default Amounts"), in trust expressly for the benefit of all Lenders and shall apply and distribute such Default Amounts pari passu to the Lenders on a pro rata basis in settlement of the Company's obligations to each Lender under the Transaction Documents.

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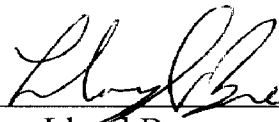
**SIGNATURE PAGE TO INTERTAINER, INC.
TRADEMARK SECURITY AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INTERTAINER, INC.

By: _____
Its: _____

MICROSOFT CAPITAL
CORPORATION, AS AGENT FOR
THE LENDERS



By: Lloyd Brenner
Its: Vice President

MIDDLEFIELD VENTURES, INC.,
AS LENDER

By: _____
Its.: _____

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

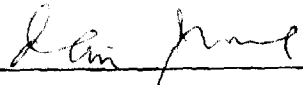
INTERTAINER, INC.

By: _____
Its: _____

MICROSOFT CAPITAL
CORPORATION, AS AGENT FOR
THE LENDERS

By: _____
Its.: _____

MIDDLEFIELD VENTURES, INC.,
AS A LENDER



By: Ravi Jacob
Its.: Vice President, Finance
& Enterprise Services Group
Asst Treasurer, M&A

rs
LEGAL OK
8-7-02

ATTACHMENT 1
Trademark Security Agreement

Item A. Trademarks

A. REGISTERED

<u>U.S. Reg. No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Reg. Date</u>	<u>Exp. Date</u>
2,565,130	Intertainer & i logo with "entertainment on demand"	35, 38	4/30/02	4/30/12
2,298,481	INTERTAINER (stylized)	35, 38	12/7/99	12/7/09
2,317,185	INTERTAINER (word)	9, 35, 38	2/8/00	2/8/10
2,322,064	INTERTAINER (stylized)	9	2/22/00	2/22/09
2,321,614	Anything. Anytime.	38	2/22/00	2/22/10
2,532,100	INTERTAINER (word)	25	1/22/02	1/22/12
2,532,919	"I" logo	35, 38	1/22/02	1/22/12
2,444,368	You Channel	35, 38	4/17/01	4/17/11
2,458,564	CONTROL YOURSELF	9, 35, 38	6/5/2001	6/5/2007
 <u>Canada Reg. No.</u>				
541,087	INTERTAINER (word)	9, 35	2/12/02	2/12/16
 <u>Mexico Reg. No.</u>				
672,563	"I" logo	9	9/28/00	2/22/10
672,569	INTERTAINER (word)	9	9/28/00	2/23/10
672,570	INTERTAINER (word)	38	9/28/00	2/23/10
698,331	INTERTAINER (word)	35	5/18/01	2/23/10
678,258	CONTROL YOURSELF	9	11/27/00	3/15/10
699,521	CONTROL YOURSELF	35	5/29/01	3/15/10
678,259	CONTROL YOURSELF	38	11/27/00	3/15/10
692,293	"I" logo	35	3/30/01	3/30/11
676,695	"I" logo	38	10/31/00	2/22/10
 <u>Australian Reg. No.</u>				
812,279	INTERTAINER (word)	9, 35, 38	2/6/01	11/1/09
827,245	CONTROL YOURSELF	9, 35, 38	3/10/00	3/10/10
824,256	"I" logo	9, 35, 38	2/17/00	2/17/10
 <u>European Community Trademark</u>				
886952	INTERTAINER	9, 35, 38	12/23/99	7/24/08
1537216	"I" logo	9, 35, 38	4/18/02	3/2/10
1563733	CONTROL YOURSELF	9, 35, 38	3/20/02	3/17/10
 <u>Singapore Reg. No.</u>				
T99/12605G	INTERTAINER (word)	35	11/4/99	11/4/09
T99/12606E	INTERTAINER (word)	38	11/4/99	11/4/09

Thailand Reg. No.

Bor16109	INTERTAINER (word)	41	4/19/01	4/18/11
Bor15365	INTERTAINER (word)	38	4/27/01	4/26/11
Bor15541	INTERTAINER (word)	35	4/27/01	4/26/11
Bor15919	Intertainer & i logo with "entertainment on demand"	41	4/19/01	4/18/11
Bor15496	"I" logo	38	4/27/01	4/26/11
Bor15590	"I" logo	35	4/27/01	4/26/11

New Zealand Reg. No.

635217	"I" logo	35	3/29/01	3/29/08
635214	INTERTAINER (word)	35	3/29/01	3/29/08
635220	Intertainer & i logo with "entertainment on demand"	35	9/29/00	9/29/07

B. PENDING

<u>U.S. App. No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Filed</u>
75/618,119	Click Thru Video	9, 35, 38	1/11/99
75/795,670	"I" logo	9	9/8/99
76/200,503	FUN ZONE	38	1/29/01
76/135,813	Broadband Entertainment Network	35, 38	9/25/00
76/380830	DEMAND E.S.P.	9, 38	3/8/02
76/368975	DESP	9, 38	2/8/02

<u>Canada App. No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Filed</u>
1050488	CONTROL YOURSELF	9, 35, 38	3/10/00
1049152	"I" logo	9, 35, 38	2/29/00

<u>Singapore App. No.</u>	<u>Mark</u>	<u>Classes</u>	<u>Filed</u>
12604/99	INTERTAINER (word)	9	11/4/99
3194/00	"I" logo	9	3/1/00
3195/00	"I" logo	35	3/1/00
3196/00	"I" logo	38	3/1/00

Pending Intertainer Asia Trademarks (owned by Intertainer, Inc.)**Singapore**

T01/04595 I	INTERTAINER (word)	41
T01/04594 J	"i" logo	41
T01/04127 I	Intertainer & i logo with "entertainment on demand"	35
T01/04126 G	Intertainer & i logo with "entertainment on demand"	38
T01/04126 J	Intertainer & i logo with "entertainment on demand"	41

Australia

870714	"i" logo	41
870710	INTERTAINER (word)	41
870713	Intertainer & i logo with "entertainment on demand"	35, 38, 41

Hong Kong

2001-04849	"i" logo	35
2001-04850	"i" logo	38
2001-04851	"i" logo	41
2001-04852	INTERTAINER (word)	35
2001-04853	INTERTAINER (word)	38
2001-04854	INTERTAINER (word)	41
2001-04855	Intertainer & i logo with "entertainment on demand"	35
2001-04856	Intertainer & i logo with "entertainment on demand"	38
2001-04857	Intertainer & i logo with "entertainment on demand"	41

Indonesia

J00 2001 07250-7300	"i" logo	16
J00 2001 06440-6488	"i" logo	38
J00 2001 06441-6489	"i" logo	41
J00 2001 07249-7299	INTERTAINER (word)	16
J00 2001 06442-6490	INTERTAINER (word)	38
J00 2001 06441-6491	INTERTAINER (word)	41
J00 2001 07248-7298	Intertainer & i logo with "entertainment on demand"	16
J00 2001 06438-6486	Intertainer & i logo with "entertainment on demand"	38
J00 2001 06439-6487	Intertainer & i logo with "entertainment on demand"	41

Korea

2001-0005517	"i" logo	35, 38, 41
2001-0005518	INTERTAINER (word)	35, 38, 41
2001-0005519	Intertainer & i logo with "entertainment on demand"	35, 38, 41

Malaysia

2001-04112	"i" logo	35
2001-04110	"i" logo	38

2001-04111	"i" logo	41
2001-04107	INTERAINER (word)	35
2001-04106	INTERAINER (word)	38
2001-04109	INTERAINER (word)	41
2001-04027	Intertainer & i logo with "entertainment on demand"	35
2001-04028	Intertainer & i logo with "entertainment on demand"	38
2001-04108	Intertainer & i logo with "entertainment on demand"	41

**New
Zealand**

635218	"i" logo	38
635219	"i" logo	41
635215	INTERAINER (word)	38
635216	INTERAINER (word)	41
635221	Intertainer & i logo with "entertainment on demand"	38
635223	Intertainer & i logo with "entertainment on demand"	41

PRC

2001089866	"i" logo	35
2001089867	"i" logo	38
2001089868	"i" logo	41
2001089869	INTERAINER (word)	35
2001089870	INTERAINER (word)	38
2001089871	INTERAINER (word)	41
2001046276	Intertainer & i logo with "entertainment on demand"	35
2001046277	Intertainer & i logo with "entertainment on demand"	38
2001089872	Intertainer & i logo with "entertainment on demand"	41
2001089873	INTERAINER (in Chinese)	35
2001089874	INTERAINER (in Chinese)	38
2001089875	INTERAINER (in Chinese)	41
2001089862	Intertainer & i logo with "entertainment on demand" (in Chinese)	35

2001089863 Intertainer & i logo with "entertainment on demand" (in Chinese) 38

2001089864 Intertainer & i logo with "entertainment on demand" (in Chinese) 41

Taiwan

90-011672 "i" logo 35

90-011673 "i" logo 38

90-011674 "i" logo 41

90-011675 INTERTAINER (word) 35

90-011676 INTERTAINER (word) 38

90-011677 INTERTAINER (word) 41

90-011678 Intertainer & i logo with "entertainment on demand" 35

90-011679 Intertainer & i logo with "entertainment on demand" 38

90-011680 Intertainer & i logo with "entertainment on demand" 41

Philippines

4-2001-0002296 "i" logo 35, 38, 41

4-2001-0002293 INTERTAINER (word) 35, 38, 41

4-2001-0002294 Intertainer & i logo with "entertainment on demand" 35, 38, 41

4-2001-0002295 Intertainer & i logo with "entertainment on demand" 35, 38, 41

Thailand

451216 "i" logo 41

449792 Intertainer & i logo with "entertainment on demand" 35

449793 Intertainer & i logo with "entertainment on demand" 38