

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
Smartvue Corporation		04/01/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Tommy Graham
Street Address:	P. O. Box 789
City:	Linden
State/Country:	TENNESSEE
Postal Code:	37096
Entity Type:	INDIVIDUAL:
Name:	L.O. Heidtke
Street Address:	PO Box 190666
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37219
Entity Type:	INDIVIDUAL:
Name:	Anurag Nigam Revocable Trust 2000
Street Address:	1490 Jefferson Street
Internal Address:	#303
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94123
Entity Type:	Trust:
Name:	Pigskin Partners, LLC
Street Address:	412 Ellendale Avenue
City:	Nashville
State/Country:	TENNESSEE

CH \$40.00 2563738

Postal Code:	37205
Entity Type:	LTD LIAB JT ST CO:

Name:	WBR Family Limited Partnership
Street Address:	412 Ellendale Avenue
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37205
Entity Type:	LIMITED PARTNERSHIP:

Name:	David Murphy
Street Address:	8808 Bellefonte Road
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23229
Entity Type:	INDIVIDUAL:

Name:	Big Basin Partners LP
Street Address:	14510 Big Basin Way
Internal Address:	#265
City:	Saratoga
State/Country:	CALIFORNIA
Postal Code:	95070
Entity Type:	LIMITED PARTNERSHIP:

Name:	Jack L. Peckham
Street Address:	6683 Crystal Springs Drive
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95120
Entity Type:	INDIVIDUAL:

Name:	JBS & Associates of Suffolk, Inc.
Street Address:	260 West End Ave.
Internal Address:	#4E
City:	New York
State/Country:	NEW YORK
Postal Code:	10023
Entity Type:	CORPORATION:

Property Type	Number	Word Mark
Registration Number:	2563738	SMARTVUE

CORRESPONDENCE DATA

Fax Number: (919)829-9696
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9198299600
Email: fhatcher@hutchlaw.com
Correspondent Name: D. Karen Maready
Address Line 1: 3110 Edwards Mill Road
Address Line 2: Suite 100
Address Line 4: Raleigh, NORTH CAROLINA 27612

NAME OF SUBMITTER:	D. Karen Maready
Signature:	/d. karen maready/
Date:	07/11/2005

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement"), dated as of April 1, 2005, is entered into by and among Smartvue Corporation, a Delaware corporation ("Grantor"), and the persons and entities set forth on the Schedule A hereto (each a "Secured Party" and, collectively, the "Secured Parties").

RECITALS

WHEREAS, the Secured Parties will make advances to Grantor (collectively, the "Loan"), as described in the several Subscription Agreements, by and among the Secured Parties and Grantor, executed in connection with the Loan (the "Subscription Agreements"); and

WHEREAS, the Loan is to be evidenced by Secured Promissory Notes, executed by the Grantor and made payable to each respective Secured Party (the "Notes"); and

WHEREAS, the Grantor wishes to grant to the Secured Parties a security interest in and to all the Intellectual Property (as defined below) of Grantor.

NOW, THEREFORE, for good and otherwise valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. Secured Obligations. This Agreement is given to secure the due and punctual payment of the principal of and interest on the Notes (along with any penalties, payments and/or adjustments to the amounts owed under the Notes upon an Event of Default (as defined in the Notes)) and the due and punctual performance of all other obligations to be performed by Grantor (collectively the "Secured Obligations"). This Agreement shall terminate and be of no further force or effect upon the terms set forth in Section 3 below.

2. Security Interest. As security for the due and punctual payment and performance by Grantor of the Secured Obligations, Grantor hereby grants the Secured Parties a security interest in all of its right, title and interest in its Intellectual Property (as defined below). As used herein, the term "Intellectual Property" shall include:

(a) each of the trademark rights and interests that are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), that are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(b) each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Grantor,

in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(c) all of Grantor's right to the trademarks and trademark registrations listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(d) all of Grantor's right, title, and interest, in and to the patents and patent applications listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(e) all of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of any Secured Party for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(f) all of Grantor's right, title, and interest in all patentable inventions, and to file applications for patents under patent law or regulations of the United States or of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring infringement proceedings in the name of Grantor or in the name of any Secured Party for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(g) all of Grantor's right, title, and interest in its copyright, copyright registration and copyrightable property;

(h) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(i) all general intangibles relating to the foregoing and all other intangible intellectual or other similar property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(j) all products and proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Intellectual Property.

3. Term of Agreement. Grantor acknowledges and agrees that the number and amount of the Secured Obligations may fluctuate from time to time hereafter. Grantor expressly agrees that this Agreement and the security interest in the Intellectual Property conveyed to the Secured Parties hereunder shall remain valid and in full force and effect, notwithstanding any such fluctuations and future partial payments. This Agreement shall terminate, and each Secured

Party shall release its security interest in the Intellectual Property (and shall execute any and all documents reasonably requested in connection with such release, which obligation shall survive such termination), upon the payment in full by or on behalf of Grantor of all of the then outstanding Notes issued pursuant to the Subscription Agreements.

The Secured Parties' rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Subscription Agreements and other documents related thereto, and are in addition to those available at law or in equity. The Secured Parties' exercise of their rights, powers or remedies in this Agreement, the Subscription Agreements or any other agreements or documents related thereto does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

4. Actions, Waivers or Amendments of this Agreement. Actions taken pursuant to this Agreement or waivers of this Agreement may be taken with the consent of Holders of at least sixty percent (60%) of the principal amounts of the Notes issued in connection with the bridge financing, as summarized in the Company's Term Sheet, dated March 28, 2005. Amendments or termination of this Agreement require the written consent of the Company and Holders of at least sixty percent (60%) of the principal amounts of the Notes issued in connection with the bridge financing, as summarized in the Company's Term Sheet, dated March 28, 2005.

[Signature page follows.]

IN WITNESS WHEREOF, this Intellectual Property Security Agreement is hereby executed by the parties hereto as of the year and date first above written.

GRANTOR:

SMARTVUE CORPORATION

By: 

Name: Martin A. Renkis

Title: President

SECURED PARTIES:

Tommy Graham

L.O. Heidtke

ANURAG NIGAM REVOCABLE TRUST
2000

Anurag Nigam, Trustee

PIGSKIN PARTNERS, LLC

W. Brian Reames, Chief Manager

WBR FAMILY LIMITED PARTNERSHIP

W. Brian Reames, General Partner

IN WITNESS WHEREOF, this Intellectual Property Security Agreement is hereby executed by the parties hereto as of the year and date first above written.

GRANTOR:

SMARTVUE CORPORATION

By: 

Name: Martin A. Renkis

Title: President

SECURED PARTIES:


Tommy Graham

L.O. Heidtke

ANURAG NIGAM REVOCABLE TRUST
2000

Anurag Nigam, Trustee

PIGSKIN PARTNERS, LLC

W. Brian Reames, Chief Manager

WBR FAMILY LIMITED PARTNERSHIP

W. Brian Reames, General Partner

SCHEDULE A

SECURED PARTIES

1. Tommy Graham
2. L.O. Heidtke
3. Anurag Nigam Revocable Trust 2000
4. Pigskin Partners, LLC
5. WBR Family Limited Partnership
6. David Murphy
7. Big Basin Partners LP
8. Jack L. Peckham
9. JBS & Associates

EXHIBIT A

INTELLECTUAL PROPERTY PATENTS AND PATENT APPLICATIONS

CONFIDENTIAL

Patent Title	Filing Date	Serial Number
One Click Surveillance - One Click Action	9/30/2004	10/955444
VSystem - DVM-based Querying and Interface	9/24/2004	10/949487
CamLock - Input Capture Locking	9/23/2004	10/948501
EVAccess- Emergency Video Access	9/24/2004	10/949609
Remote Vue - Remote Viewing Optimization	9/24/2004	10/950033
Pocket Video - USB Key Video Storage	9/24/2004	10/949489
Dual Encoding and LowBand MultiCam	9/25/2004	10/949776
PriorityCam - Input Capture Prioritization	9/30/2004	10/955711
RapidSurveillance - Rapid Installation	9/30/2004	10/955825
EZDVM - DVM Interface and Setup Options	9/30/2004	10/955552
SecureVue - Security Key	9/30/2004	10/955824
MeshCam, SmartMesh, and VRFPD - Mesh Networking and RFID	10/29/04	10/977762
JamLock - Wireless Jamming Prevention	Pending	Pending

TRADEMARK APPLICATION

Filing Date	Case Status	Type	Application, Serial Number	Application Mark	Summary, Detailed Status
3/31/2000	Registered	U	78001988	SMARTVUE	4/23/2008 - File §8/§15 Affidavits
	4/23/2002		2563738		

Goods/Services
Computer hardware and software used in monitoring security in homes and commercial buildings that may be downloaded from a global computer network, in International Class 009