

**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
GOTV NETWORKS, INC.		06/08/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 Sand Hill Road
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78737958	ALTITUDE
Serial Number:	78737963	DIVA
Serial Number:	78737966	GIVE THE PEOPLE WHAT THEY WANT
Serial Number:	78737971	GOT GO
Serial Number:	78583177	GOTV
Serial Number:	78888154	GOTV SELECT
Serial Number:	78888162	GOTV SUPERCHANNEL
Serial Number:	78888176	LAUGH OUT LOUD
Serial Number:	78648667	SPORTSTRACKER
Serial Number:	78737959	TWINSTV

CORRESPONDENCE DATA	
Fax Number:	(415)591-1400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(415) 591-1000

CH \$265.00 78737958

Email: tsien@winston.com  
Correspondent Name: Ted Sien  
Address Line 1: 101 California Street  
Address Line 2: Winston & Strawn LLP  
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	250121.1
NAME OF SUBMITTER:	John D. Fredericks, Esq.
Signature:	/s/ John D. Fredericks, Esq.
Date:	08/01/2008

**Total Attachments: 7**

source=GoTV IP Security Agreement#page1.tif  
source=GoTV IP Security Agreement#page2.tif  
source=GoTV IP Security Agreement#page3.tif  
source=GoTV IP Security Agreement#page4.tif  
source=GoTV IP Security Agreement#page5.tif  
source=GoTV IP Security Agreement#page6.tif  
source=GoTV IP Security Agreement#page7.tif



**ORIGINAL**

## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** (this "Agreement") dated as of June 8, 2007 by and between TriplePoint Capital LLC, a Delaware company and GOTV NETWORKS, INC., a California corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is GOTV NETWORKS, INC., and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and GOTV NETWORKS, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of even date herewith (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement").

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

---

### 1. GRANT OF SECURITY INTEREST OF PATENTS

---

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**; and
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

---

### 2. LOAN AGREEMENT

---

This security interest is granted to secure the Secured Obligations, under the Loan Agreement and is subject to the terms of the Loan Agreement. All the capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Loan Agreement.

---

### 3. OUR RIGHT TO SUE

---

During the continuance of an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at the Our reasonable request, do all lawful acts and execute

and deliver all proper documents or information that may be reasonably necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

---

**4. FURTHER ASSURANCES**

---

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral (subject to any Permitted Liens). You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

---

**5. MODIFICATION; POWER OF ATTORNEY**

---

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify this Agreement (without first obtaining Your specific approval of or signature to such modification) solely to update Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers specified in this Section 5, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

---

**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

---

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Each of Our rights, powers and remedies 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 or therein.

The exercise by Us of any one or more of the rights, powers or remedies provided for in this 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 Us, of any or all other rights, powers or remedies.

---

**7. GOVERNING LAW; COUNTERPARTS**

---

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: GOTV NETWORKS, INC.  
Signature: Thomas N. Ellsworth  
Print Name: Thomas N. Ellsworth  
Title: C.O.O.

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between GoTV Networks, Inc., as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

**PATENTS**

Patent Name	Status and Date Issued	Patent Number
-------------	---------------------------	---------------

**None**

**PATENT APPLICATIONS**

Name	Status & Date Filed	Application Number
------	---------------------	--------------------

**None**

**SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between GoTV Networks, Inc., as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

Mark	Country	Application No.	Application Date	Class	Case Status
ALTITUDE	United States	78/737,958	10/21/2005	9	* Published 7/11/2006 * Extension of Time to Opposed filed 7/19/2006 by Altitude Software * Agreement not to use domain for management of call centers and contact centers sent 8/28/06. This should remove the opposition to our filing.
ALTITUDE	European Community Trade Mark Office (OHIM)	5031752	4/21/2006	9	Pending - Newly filed applications
DIVA	United States	78/737,963	10/21/2005	9	Suspended - Pending disposition of identical mark DIVA, No. 78346374 (Diversitech Holdings) (Published 8/15/2006)
GIVE THE PEOPLE WHAT THEY WANT	United States	78/737,966	10/21/2005	41	Pending - Response to Office Action due 10/28/2006
GOT GO	United States	78/737,971	10/21/2005	41	Pending - Approved for Publication 8/2/2006
GOT GO	European Community Trade Mark Office (OHIM)	5032297	4/21/2006	41	Pending - Newly filed applications
GOTV	United States	78/583,177	3/8/2005	38, 41	Published 7/18/2006
GOTV	European Community Trade Mark Office (OHIM)			38, 41	New filing in process.
GOTV	China			38, 41	New filing in process
GOTV SELECT	United States	78/888,154	5/19/2006	41	Pending - Newly filed application
GOTV SUPERCHANNEL	United States	78/888,162	5/19/2006	41	Pending Newly filed application
LAUGH OUT LOUD	United States	78/888,176	5/19/2006	41	Pending - Newly filed application
SPORTSTRACKER	United States	78/648,667	6/10/2005	9	Abandoned - can be revived by 10/1/06
TWINSTV	United States	78/737,959	10/21/2005	9	Suspended - Pending disposition of similar mark, TWIN TV and Design, No. 78/471003 - SOU accepted 8/8/2006

Mark	Country	Application No.	Application Date	Class	Case Status
ALTITUDE				41	Proposed
HIP HOP OFFICIAL				9, 41	Proposed
LAUGH RIOT				9, 41	Proposed
GOTV				9	Proposed
MOBILE VIDEO PORTAL				9, 41(?)	Proposed



**SCHEDULE C**  
**TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**Between GoTV Networks, Inc. as You (Grantor)**  
**And TriplePoint Capital LLC, as Us (Grantee)**

**COPYRIGHT REGISTRATIONS**

Registration Number	Title	Registration Date	V&A No.
<b>None</b>			

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

Title	Date Filed	V&A No.
<b>None</b>		