

John Pappas
Hale and Dorr, LLP
60 State Street
Boston, MA 02109

MAD
11/24/99

12-07-1999

**RECORDATION FORM COVER
TRADEMARKS ONLY**



101216338

TO: The Commissioner of Patents and Trademarks: Please record the a

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 Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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

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.)

12/06/1999 DNGUYEN 00000167 080219 74522746

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 300.00 CH

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. 20503

REEL: 001995 FRAME: 0976

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

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)

<input type="text" value="74/522,746"/>	<input type="text" value="75/744,050"/>	<input type="text" value="75/411,242"/>	<input type="text" value="2,010,571"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/389,670"/>	<input type="text" value="75/743,994"/>	<input type="text" value="75/411,241"/>	<input type="text" value="2,004,762"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/411,525"/>	<input type="text" value="75/743,993"/>	<input type="text" value="75/411,243"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

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

Method of Payment: Enclosed Deposit Account

Deposit Account

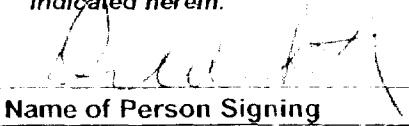
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

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.



Donald R. Steinberg

November 23, 1999

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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)

75/743,924	<input type="text"/>	<input type="text"/>
75/743,923	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

GRANT OF SECURITY INTEREST (TRADEMARKS)

Viagate Technologies, Inc., a Texas corporation (the "Debtor"), is obligated to **Idanta Partners Ltd.**, a Texas limited partnership, as Lender (the "Secured Party"), and has entered into a Security Agreement dated the date hereof (the "Security Agreement") in favor of the Secured Party.

Pursuant to the Security Agreement, the Debtor granted to the Secured Party a security interest in all of the right, title and interest of the Debtor in and to the trademarks listed on Schedule 1 attached hereto, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Debtor does hereby grant to the Secured Party, subject to the provisions of the Security Agreement, a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

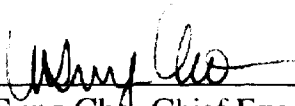
Upon the indefeasible cash payment in full of all Obligations (as defined in the Security Agreement), the Secured Party will take whatever actions are necessary, at the Debtor's expense, to release or reconvey to Debtor all right, title and interest of the Debtor in and to the Collateral.

The Secured Party's address is 4660 La Jolla Village Drive, Suite 850, San Diego, California 92122.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the Debtor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 26th day of October, 1999.

VIAGATE TECHNOLOGIES, INC.

By: 
Yo-Sung Cho, Chief Executive Officer

State of New Jersey)
) ss. Bridgewater
County of Somerset)

On this 26th day of October, 1999, before me personally came Yo-Sung Cho, to me known, who, being by me duly sworn, did depose and say that he is the Chief Executive Officer of Viagate Technologies, Inc., the corporation described in and which executed the above instrument, and that he signed his name thereto by order of the board of directors thereof.


Notary Public

My commission expires: _____

Notary's Stamp

MARIE JEANNE ZACCARO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 23, 2000

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of October 26, 1999

See attached.

INTEGRATED NETWORK CORP. TM STATUS REPORT

MASTER FILE REPORT

PCMASTER REPORTER

28DE1998

15

54

PAGE: 1

DOCKET NO	CITY	CL.	CL.	ORIG. APP. NO	APP. DI	ORIG. REG. NO	REG. DI	EXPIRES	STATUS	ATTN
0744.50 ALLENDALE	USA	9		00	10MY1994	2,010,571	22OC1996	22OC2006	INACTIVE	JLD
0744.51 SMNA	USA	9		74/522,744	10MY1994	2,004,762	01OC1996	01OC2006	REGISTERED	JLD
0744.52 SERVICE SWITCH	USA	9		74/522,746	10MY1994				INACTIVE	JLD
0744.87(V) VIAGATE	CHIN	9		9800048384	13MY1998				FILED	JLD
0744.87(V) VIAGATE	KORS	9		98-12341	13MY1998				FILED	JLD
0744.87(V) VIAGATE	USA	9		75/389,670	13NO1997				FILED	JLD
0744.89V VIAMAY	USA	9		75,411,525	29DE1997				ABANDONED	JLD
0744.90V VIAVIEW	USA	9		75/411,242	29DE1997				ABANDONED	JLD

NOTE: This summary is confidential information of the client for internal informational purposes only and is subject to frequent change.

CONFIDENTIAL

MASTER FILE REPORT

PCMASTER REPORTER

28DE1998 15 54

PAGE: 2

INTEGRATED NETWORK CORP. TM STATUS REPORT

DOCKET NO	CITY	CL.	CL.	ORIG. APP. NO	APP. DT	ORIG. REG. NO	REG. DT	EXPIRES	STATUS	ATTY
0744.91V VIAPORT	USA		9	75/411,241	29DE1997				ABANDONED	JLD
0744.92V VIAPET	USA		9	75/411,243	29DE1997				ABANDONED	JLD

NOTE: This summary is confidential information of the client for internal informational purposes only and is subject to frequent change

CONFIDENTIAL

Additional Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Status</u>
VIAJET	75/744,050	July 6, 1999	PENDING
VIAWAY	75/743,994	July 6, 1999	PENDING
VIAGATE	75/743,993	July 6, 1999	PENDING
VIAPORT	75/743,924	July 6, 1999	PENDING
VIAVIEW	75/743,923	July 6, 1999	PENDING