

11-17-2000



101520186

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

New 10-10-00

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

Change of Name

Other

#### 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  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.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

11/16/2000 00000115 76089900  
40.00 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. 20231  
TRADEMARK

REEL: 002177 FRAME: 0693

**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  Attn:

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="76/089900"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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**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.

Sebastian Camua  
Name of Person Signing

  
Signature

10/5/00  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**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

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Other

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**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)**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 24, 2000 by and between SAND HILL CAPITAL II, LP ("Sand Hill"), on the one hand, and STSN, Inc. ("Borrower") and STSN International, Inc. ("Guarantor"), with reference to the following facts:

Sand Hill and Borrower are parties to that certain loan agreement of even date (as amended from time to time, the "Loan Agreement"). Guarantor has executed and delivered to Sand Hill that certain continuing guaranty of even date (as amended from time to time, the "Guaranty") with respect to the Obligations of Borrower. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Sand Hill a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral. Pursuant to the terms of that certain security agreement of even date between Sand Hill and Guarantor (as amended from time to time, the "Guarantor Security Agreement"), Guarantor has granted to Sand Hill a security interest in all of Guarantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the "Collateral: (as defined in the Guarantor Security Agreement").

NOW, THEREFORE, Borrower agrees as follows:

To secure performance of its "Obligations" as defined in the Loan Agreement, Borrower grants to Sand Hill a security interest in all of Borrower's right, title and interest in and to Borrower's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A-1, B-1 and C-1 hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits).

To secure performance of its "Secured Obligations" as defined in the Guarantor Security Agreement (including without limitation all obligations of Guarantor under the Guaranty), Guarantor grants to Sand Hill a security interest in all of Borrower's right, title and interest in and to Guarantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A-2, B-2 and C-2 hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits).

Each of Borrower and Guarantor (individually and collectively, "Grantor") represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all of Grantor's software, computer programs and other works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to Grantor on a non-exclusive basis), including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Grantor. Grantor shall, within 15 days after the date hereof, register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Schedules A, B and C hereto. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional patents, trademarks, software, computer programs and other works of authorship developed or acquired by Grantor from time to time hereafter (including without limitation revisions or additions to the intellectual property rights listed on such Schedules A, B and C). Grantor shall from time to time, execute and file such other instruments, and take such further actions as Sand Hill may reasonably request from time to time to perfect or continue the perfection of Sand Hill's interest in the intellectual property.

The foregoing security interests are granted in conjunction with the respective security interests granted to Sand Hill under the Loan Agreement and the Guarantor Security Agreement, as the case may be. Each right, power and remedy of Sand Hill provided for herein shall not preclude the simultaneous or later exercise by Sand Hill of any or all other rights, powers or remedies.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

STSN, Inc.

STSN, Inc.  
5983 South Redwood Road  
Salt Lake City, Utah 84123  
Att'n: David Peterson and/or Jeffrey Vincent  
Fax: 801-265-2212

By David J. Peterson  
Title Vice president, Treasurer

Address of Guarantor:

STSN International, Inc.

STSN International, Inc.  
5983 South Redwood Road  
Salt Lake City, Utah 84123  
Att'n: David Peterson and/or Jeffrey Vincent  
Fax: 801-265-2212

By David J. Peterson  
Title Vice president, Treasurer

Address of Sand Hill:

SAND HILL CAPITAL II, LP

3000 Sand Hill Road  
Building 2, Suite 110  
Menlo Park, CA 94025  
Attn: Robert Johnson

By \_\_\_\_\_  
Title \_\_\_\_\_

Form: Version -2 7/31/00

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

STSN, Inc.

STSN, Inc.  
5983 South Redwood Road  
Salt Lake City, Utah 84123  
Att'n: David Peterson and/or Jeffrey Vincent  
Fax: 801-265-2212

By \_\_\_\_\_  
Title \_\_\_\_\_

Address of Guarantor:

STSN International, Inc.

STSN International, Inc.  
5983 South Redwood Road  
Salt Lake City, Utah 84123  
Att'n: David Peterson and/or Jeffrey Vincent  
Fax: 801-265-2212

By \_\_\_\_\_  
Title \_\_\_\_\_

Address of Sand Hill:

SAND HILL CAPITAL II, LP

3000 Sand Hill Road  
Building 2, Suite 110  
Menlo Park, CA 94025  
Attn: Robert Johnson

By Robert A. Johnson  
Title PRINCIPAL

Form: Version -2 7/31/00

SCHEDULE A-1

Trademarks of Borrower

TRADEMARK APPLICATIONS	FILING DATE	SERIAL NO.
Traveler's Edge	7/13/2000	76/089900



SCHEDULE B-1

Patents of Borrower

PATENT APPLICATIONS	FILING DATE	APPLICATION NO.
Methods and Apparatus for Providing High-speed Connectivity to a Hotel Environment.	10/28/99	09256,719

PROVISIONAL PATENT APPLICATIONS	FILING DATE	APPLICATION NO.
Airport Wireless Interference Avoidance System	5/1/00	60/162,281
Methods and Apparatus for Tagging HTML Traffic	4/3/00	60/194,354
VPN tunneling method	7/28/00	60/221,625

SCHEDULE C-1

Copyrights of Borrower

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Automatic copyright as work of original authorship in firmware and software designed to enable certain features of Borrower's equipment, including "plug-n-play" and billing, and hardware management.	N/A	N/A

SCHEDULE A-2

Trademarks of Guarantor

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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None.

SCHEDULE B-2

Patents of Guarantor

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		

SCHEDULE C-2

Copyrights of Guarantor

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		