

12-12-2000

FORM PTO-1595

1-31-92

MRD
11-20-00

RE



101549336

EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: **Please record the attached** original documents or copy thereof.

1. Name of conveying party(ies):
CYBERIQ SYSTEMS, INC.

Additional name(s) of conveying party(ies) attached? Yes No

2. **Name and address** of receiving party(ies):
Name: Silicon Valley Bank
Internal Address: Specialty Finance, R Medina HF226

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 10, 2000

Street Address: 3003 Tasman Drive
City: Santa Clara State: CA ZIP: 95054

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):
If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)	
75/323398	76/012293
75/554571	76/012294
75/917396	76/012295
76/006330	76/027564
76/012297	76/027770
76/012292	76/027771

B. Trademark No.(s)
2,269,606
2,216,750
2,224,150

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Silicon Valley Bank**
Internal Address: Specialty Finance, R Medina HF226

Street Address: 3003 Tasman Dr.
City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and trademark involved: 15


7. Total fee (37 CFR 3.41):\$ 390.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Richelle Rosales Medina
Name of Person Signing


Signature

November 10, 2000
Date

Total number of pages comprising cover sheet: 1

OMB No 0651-0011 (exp 4/94)

12/12/2000 6TON11 00000094 75323398
01 FC:481 40.00 DP
02 FC:482 350.00 DP

TRADEMARK
REEL: 002193 FRAME: 0007

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of August 10, 2000 by and between CYBERIQ SYSTEMS, INC. ("Grantor"), and Silicon Valley Bank, a California banking corporation ("Bank").

RECITALS

A. Bank will make advances to Grantor ("Advances") as described in the Accounts Receivable Financing Agreement (the "Financing Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works. Defined terms used but not defined herein shall have the same meanings as in the Financing Agreement.

B. Pursuant to the terms of the Financing Agreement, Grantor has granted to Bank a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's indebtedness under the Financing Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Indebtedness, obligations and liabilities to Bank, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks")

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Bank of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Bank in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Note and the Financing Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld.

Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(I) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, and any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months; provided, however, nothing herein shall entitle Bank access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Bank or otherwise, from time to time in Bank's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Financing Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Grantor all deed, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP 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.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Grantor and Bank consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

16. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Bank, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreement in favor of Grantor and have deliver a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Bank.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Address of Grantor:

225 Baypointe Parkway
San Jose, California 95134

GRANTOR:

CYBERIQ SYSTEMS, INC.

By: 

Name: JOSEPH A. PREZIOSO

Title: CFO

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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N/A

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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N/A

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM GRANTOR)</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF GRANTOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR)</u>
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N/A

EXHIBIT "B"

PATENTS

PATENT

<u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
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See Attached

File Master Report

Data Current as of: 11/07/2000

CyberIQ Systems, Inc.

HLNT

<u>Patent</u>	<u>Project</u>	<u>Title</u>	
1 HLNT3050 Serial Number: 60/186,035 Inventors: Chaganty, S. et Status: Provisional Application filed March 1, 2000; Awaiting preparation of the Utility Applcaiton.	HyperSwitch Plug'n'Go	SELF-CONFIGURING NETWORK LOAD BALANCING DEVICE	Active
2 HLNT3056 Status: Further data unavailable; prepared and filed by other counsel.	HyperFlow	CROSS-PLATFORM SERVER CLUSTERING USING A NETWORK FLOW SWITCH	Active
3 HLNT3057 Status: Further data unavailable; prepared and filed by other counsel.	HyperFlow	ROUTER POOLING IN A NETWORK FLOW SWITCH	Active
4 HLNT3058 Status: Further data unavailable; prepared and filed by other counsel.	HyperFlow	DYNAMIC LOAD BALANCER FOR MULTIPLE NETWORK SERVERS	Active
5 HLNT3060 Serial Number: 60/223,087 Inventors: Chu et al. Status: Provisional Application filed August 4, 2000; Awaiting preparation of the Utility Applcaiton.	Hot Content Switch	INTELLIGENT DEMAND DRIVEN RECOGNITION OF URL OBJECTS IN CONNECTION ORIENTED TRANSACTIONS	Active
6 HLNT3061 Inventors: Chu et al. Status: Unfiled; provisional application in preparation.	HyperECommerce	NON-INTRUSIVE MULTIPLEXED TRANSACTION PERSISTENCY IN SECURE COMMERCE ENVIRONMENTS	Active
7 HLNT3062 Inventors: Uy et al. Status: Unfiled; provisional application in preparation.	Capacity Planning	PREDICTIVE CAPACITY PLANNING	Active
8 HLNT3063 Inventors: Uy et al. Status: Unfiled; provisional application in preparation.	Smart Agent	SMART AGENT MANAGEMENT OF A HIGH-AVAILABILITY COMMUNICATIONS NETWORK	Active

Page 1 of 1

Confidential Information of CyberIQ Systems, Inc.

TRADEMARK
REEL: 002193 FRAME: 0015

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors
M-4959	10050 CyberIQ Systems	AHIM	Open	Distributed SandPiper Protocol	Bhaskaran, Sajit

Remarks:

Country	Sub Case Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent	Agent Ref #
US	Unfiled	ORD							USPTO	

Working Attorney: FEM
Supervising Attorney: FEM

Remarks: Opened per 7/09/98 L of FEM.

Master List By Case Number

Tuesday, November 07, 2000

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors
M-4960	10050 AHM CyberIQ Systems		Closed	High Speed Addressable Data Crossbar	Hong, Jack

Remarks:

Country	Sub Case Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent	Agent Ref #
US	DROPPED	ORD							USPTO	

Working Attorney: Supervising Attorney:

Remarks: Dropped per WJM 3/6/98

Master List By Case Number

Page: 3

Tuesday, November 07, 2000

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors
M-4961	10050 CyberIQ Systems	AHIM	Closed	Low Latency Multiple PCI Bus Master Switching	Hong, Jack

Remarks:

Country	Sub Case Status	Case Application Type Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent Ref #
US	DROPPED	ORD						USPTO

Working Attorney:

Supervising Attorney:

Remarks: ON HOLD UNTIL FURTHER NOTICE PER MEMO FROM ESM 9/15/97 DROPPED PER L 9/30/97

Master List By Case Number

Page: 4

Tuesday, November 07, 2000

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors
M-4962	10050 CyberIQ Systems	AHM	Closed	Module/Scaleable Processor And Storage Design	Hong, Jack

Remarks:

Country	Sub Case Status	Case Application Type Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent	Agent Ref #
US	DROPPED	ORD						USPTO	

Working Attorney:

Supervising Attorney:

Remarks: ON HOLD UNTIL FURTHER NOTICE PER MEMO FROM ESM 9/15/97 DROPPED PER L 9/30/97

Master List By Case Number

Tuesday, November 07, 2000

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors
M-4963	10050 CyberIQ Systems	AHM	Closed	Scaleable/Aggregate Processor NFS Operating System (OS)	Hong, Jack

Country	Sub Case Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent	Agent Ref #
US	DROPPED	ORD							USPTO	

Remarks:

Working Attorney:
 Supervising Attorney:
 Remarks: ON HOLD UNTIL FURTHER NOTICE PER MEMO FROM ESM 9/15/97 DROPPED PER L 9/30/97

Master List By Case Number

Page: 6

Tuesday, November 07, 2000

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors
M-4964	10050	AHM CybertQ Systems	Closed	Fault Tolerant File Structure Using Data Multicasting Crossbar	Hong, Jack

Remarks:

Country	Sub Case Status	Case Application Type Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent	Agent Ref #
US	DROPPED	ORD						USPTO	

Supervising Attorney:

Working Attorney:

Remarks: Dropped per WJM 3/6/98

Master List By Case Number

Tuesday, November 07, 2000

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors
M-4965	10050	AHM CyberIQ Systems	Closed	High Performance Coupled File Server Architecture	Hong, Jack

Remarks:

Sub Case Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent Ref #
US	DROPPED	ORD						USPTO

Working Attorney:
 Supervising Attorney:
 Remarks: ON HOLD UNTIL FURTHER NOTICE PER MEMO FROM ESM 9/15/97 DROPPED PER L 9/30/97

Master List By Case Number

Tuesday, November 07, 2000

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors
M-4966	10050 CyberIQ Systems	AHM	Closed	Processor Memory Switched Coupled With Cache And Buffer Memory	Hong, Jack

Remarks:

Country	Sub Case Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent	Agent Ref #
US	DROPPED	ORD							USFTO	

Working Attorney:

Supervising Attorney:

Remarks: ON HOLD UNTIL FURTHER NOTICE PER MEMO FROM ESM 9/15/97 DROPPED PER L 9/30/97

Master List By Case Number

Tuesday, November 07, 2000

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors
M-4967	10050 AHM CyberIQ Systems		Closed	Common Global Memory Area Using Switching Technology	Hong, Jack

Sub Country	Case Status	Application Type	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent	Agent Ref #
US	DROPPED	ORD						USPTO	

Remarks:

Working Attorney: Supervising Attorney:
 Remarks: ON HOLD UNTIL FURTHER NOTICE PER MEMO FROM ESM 9/15/97 DROPPED PER L 9/30/97

Tuesday, November 07, 2000 **Master List By Case Number** Page: 10

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors
M-4968	10050 AHM CyberIQ Systems HolonTech Corporation		Filed	Cross-Platform Server Clustering Using A Network Flow Switch	Blaskaran, Sajit
Remarks:					
AU	Pending	PCT 18030/99	04-Dec-1998		SPRUSON 517683:SDB
Working Attorney: FEM Supervising Attorney:					
CA	Pending	PCT US98/25688	04-Dec-1998		
Working Attorney: FEM Supervising Attorney:					
EP	Published	PCT 98962888.8	04-Dec-1998		WYTHOMP DAG/PS01127EP
Working Attorney: FEM Supervising Attorney:					
US	Pending	ORD 08/994709	19-Dec-1997		USPTO
Working Attorney: Supervising Attorney: FEM					
Remarks: IDS removed per 3/29/98 O.S. Per client R okay to file PCT 10/01/98					
WO	COMPLETED	ORD US98/25688	04-Dec-1998		USPTO
Working Attorney: Supervising Attorney: FEM					
Remarks: IPER rec'd 4/4/00.					

Master List By Case Number

Tuesday, November 07, 2000

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors				
M-4969	10050 AHM CyberIQ Systems HolonTech Corporation		Filed	Dynamic Load Balancer for Multiple Network Servers	Bhaskaran, Sajit Matthews, Abraham R.				
Remarks:									
Country	Sub Case Status	Case Application Type Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent	Agent Ref #
AU	Pending	PCT	04-Dec-1998					SPRUSON	516049
Remarks:									
		Working Attorney: FEM							
CA	Pending	PCT	04-Dec-1998					SMART	70128-417
Remarks:									
		Working Attorney: FEM							
EP	Pending	PCT 98963792.1	04-Dec-1998						WPTHOMP DAG/P501111EP
Remarks:									
		Working Attorney:							
US	Pending	ORD 08992038	19-Dec-1997			LE			USPTO
Remarks:									
		Working Attorney:							
		Per client R okay to file PCT 10/01/98. Amendment pr rec'd 8/2/00.							
WO	COMPLETED	ORD US98/25821	04-Dec-1998			LE			USPTO
Remarks:									
		Working Attorney:							
		RECEIVED OKAY TO NATIONAL FILE. EP, FR, DE, UK, AU, CA; Transmittal of international preliminary examination report received 9/1/00							

Master List By Case Number

Tuesday, November 07, 2000

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors
M-4970	10050	AHM CyberIQ Systems	Open	Server Fault Tolerance Algorithm	Bhaskaran, Sajit

Remarks:

Country	Sub Case Status	Case Application Type Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent Ref #
US	Unfiled	ORD						USPTO

Supervising Attorney:

Working Attorney:

Remarks:

Master List By Case Number

Tuesday, November 07, 2000

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors			
M-4971	10050 AHM CyberIQ Systems HolonTech Corporation		Filed	Router Pooling In A Network Flowswitch	Bhaskaran, Sajit			
Remarks:								
Country	Sub Case Status	Case Application Type Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent Ref #
AU	Pending	PCT 1624299	04-Dec-1998					SPRUNSON 515532
Working Attorney: FEM						Supervising Attorney:		
Remarks: App filed LTC 7/11/00								
CA	Pending	PCT 2318747	04-Dec-1998					SMART 70128-416
Working Attorney: FEM						Supervising Attorney:		
Remarks: App filed LTC 7/11/00								
EP	Published	PCT 98960710.6	04-Dec-1998					WPTHOMP DAG/P50109EP
Working Attorney: FEM						Supervising Attorney:		
Remarks:								
US	Granted	ORD 08/994405	19-Dec-1997	5963540	05-Oct-1999	LE		USPTO
Working Attorney:						Supervising Attorney: FEM		
Remarks: Per client R okay to file PCT 10/01/98. Removed IDS per O.S. 5/18/99. Notice Mailed 8/8/00, The IDS OF 10/12/99 Was Filed After The Patent Was Granted (Oct. 5, 1999). The IDS Will Not Be Considered, But Will Be Placed In The File.								
WO	COMPLETED	ORD US98/25700	04-Dec-1998			LE		USPTO
Working Attorney:						Supervising Attorney: FEM		
Remarks:								

Master List By Case Number

Tuesday, November 07, 2000

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors
M-7717	10050 BDO CyberIQ Systems HolonTech Corporation		Filed	Active-Passive Flow Switch Failover Technology	Chaganty, Srinivas Jaswa, Vijay Kartcut, Akbal

Remarks:

Country	Sub Case Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent	Agent Ref #
US	Pending	ORD	09074395	13-Aug-1999					USPTO	
		Working Attorney:		Supervising Attorney: FEM						
		Remarks: FF LTC 5/25/00. Urgent Reminder 7/14/00. FF LTC Urgent Reminder: 7/21/00.								
WO	Pending	ORD	US00/21927	10-Aug-2000					USPTO	
		Working Attorney:		Supervising Attorney: BDO						
		Remarks: AOA to client 8/10/00								

Master List By Case Number

Tuesday, November 07, 2000

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors
M-8385	10050	AHM	Closed	Predictive Capacity Planning	Chagnanty, Sri

CyberIQ Systems

Remarks:

Sub Case Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent Ref #
US	DROPPED	ORD						USPTO

Supervising Attorney: MES

Working Attorney: OKS

Remarks: Dropped per 3/23/00 E-mail of AHM

Master List By Case Number

Tuesday, November 07, 2000

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors
M-8397	10050 AHM CyberIQ Systems		Closed	URL Switch	Chu, Albert B.

Remarks:

Sub Case Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent Ref #
US	DROPPED	ORD						USPTO

USPTO

Supervising Attorney: MES

Working Attorney: OKS

Remarks: Dropped per 3/23/00 E-mail of AHM

Master List By Case Number

Tuesday, November 07, 2000

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors
M-8402	10050 BDO CybertIQ Systems CybertIQ Systems		Filed	Router Clustering For Multiple Network Servers	Bommaraddy, Satish Chagranty, Scrinivas Kale, Makarand

Remarks:

Country	Sub Case Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent	Agent Ref #
US	Pending	ORD	09/540296	31-Mar-2000			LE		USPIO	

Working Attorney: OKS
Supervising Attorney: KJK

Remarks: FFLTC 10/2/00.

Master List By Case Number

Tuesday, November 07, 2000

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors
M-8403	10050 BDO CybertIQ Systems CybertIQ Systems		Filed	Firewall Pooling	Bonnareddy, Salish Chaganty, Srinivas Kale, Makarand

Remarks:

Country	Sub Case Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent Ref #
US	Pending	ORD	09/540238	01-Apr-2000			LE		USPTO

Supervising Attorney: OKS

Working Attorney: KJK

Remarks: FF LTC 10/2/00.

Master List By Case Number

Tuesday, November 07, 2000

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors
M-8404	10050 BDO CyberIQ Systems CyberIQ Systems		Filed	Firewall Clustering For Multiple Network Servers	Bommarreddy, Satish Chaganty, Srinivas Kale, Makarand

Remarks:

Sub Country	Case Status	Type	Application Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent	Agent Ref #
US	Pending	ORD	09/540297	31-Mar-2000			LE		USPTO	

Working Attorney: KJK Supervising Attorney: OKS

Remarks: FF LTC 10/5/00.

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors
M-8405	10050	BDO CyberIQ Systems	Open	Board Design For Bandwidth	Wu, Stanley

Remarks:

Country	Sub Case Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent	Agent Ref #
US	Unfiled	ORD							USPTO	

Working Attorney: OKS
Supervising Attorney: DCH

Remarks:

Master List By Case Number

Tuesday, November 07, 2000

Case Number	Cifent	Responsible Partner Disclosure Status	Title	Inventors
M-8406	10050 BDO CyberIQ Systems	Closed	VPN Device Clustering	Chaganty, Sri

Remarks:

Sub Case Status	Case Type Number	Case Application Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent Ref #
US	DROPPED	OKD						USPTO

Working Attorney: WLR

Supervising Attorney: KJK

Remarks: Duplicate appln filed as M-9434 US, Closed per Admin form 10/3/00.

Master List By Case Number

Tuesday, November 07, 2000

Case Number	Client	Responsible Partner	Disclosure Status	Title	Inventors
M-9434	10050 KJK CyberIQ Systems		Filed	VPN Device Clustering Using A Network Flow Switch	Bonnareddy, Satish Chaganty, Srinivas Kale, Makarand

Remarks:

Sub Case Status	Case Type	Application Number	Filing Date	Patent Number	Issue Date	Entity Status	Expiration Date	Agent Ref #
US	Pending	ORD 09/638351	15-Aug-2000			LE		USFTO

Working Attorney: WLR
 Supervising Attorney: KJK
 Remarks: Per Admin form of 10/3/00 - duplicate matter M-8406 closed and all billing transferred to M-9434 US.
 Serial no entered from filing receipt mailed 9/22/00.

Client Status Report

Wednesday, November 08, 2000

Client: 10050 CyberIQ Systems

Title	Case Number	Sub Case Number/Date	Application Issue Date	Patent No.	Attorney(s)	Next Action(s)	Due Date(s)
Distributed SandPiper Protocol	M-4959				FEM AHM		
United States of America	Unfiled	#Error					
	Remarks: Opened per 7/1/98 L of FEM.						
Cross-Platform Server Clustering Using A Network Flow Switch	M-4968	18030/99			FEM 4RN	EXAMINATION DUE	02-Feb-2001
Australia	Pending	04-Dec-1998			FEM	Status Check	19-Jul-2001
	Owner: HOLC	#Error				ANNUITY DUE	04-Dec-2003
Cross-Platform Server Clustering Using A Network Flow Switch	M-4968	US98/25688			FEM 4RN	ANNUITY DUE	04-Dec-2000
Canada	Pending	04-Dec-1998			FEM	Status Check	18-Jul-2001
	Owner: HOLC	#Error				Deferred Exam	04-Dec-2003
Cross-Platform Server Clustering Using A Network Flow Switch	M-4968	98962888.8			FEM 4RN	ANNUITY DUE	04-Dec-2000
European Patent Office	Published	04-Dec-1998			FEM	PROV. PROTECTION	10-Dec-2000
	Owner: HOLC	#Error				Register Reminder	02-Apr-2001
						Register Appln.	02-May-2001
Cross-Platform Server Clustering Using A Network Flow Switch	M-4968	08/994709			FEM AHM	3 Month Due Date	16-Nov-2000
United States of America	Pending	19-Dec-1997				1st Extension	16-Dec-2000
	Owner: HOLC	#Error				2nd Extension	16-Jan-2001
	Remarks: IDS removed per 3/9/98 O.S. Per client R okay to file PCT 10/01/98						
						2 Weeks to Final Date	31-Jan-2001
						6 Month Final	16-Feb-2001

Client Status Report

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Wednesday, November 08, 2000

Client: 10050 CyberIQ Systems

Title	Case Number	Sub Case Number/Date	Application Issue Date	Patent No.	Attorney(s)	Next Action(s)	Due Date(s)
Dynamic Load Balancer for Multiple Network Servers Australia	M-4969				FEM 4RN	Status Check	18-Aug-2001
	Pending	04-Dec-1998			FEM	Deferred Exam	04-Dec-2003
Owner: HOLC #Error							
Dynamic Load Balancer for Multiple Network Servers Canada	M-4969				FEM 4RN	Status Check	18-Jul-2001
	Pending	04-Dec-1998			AHM FEM	Deferred Exam	04-Dec-2003
Owner: HOLC #Error							
Dynamic Load Balancer for Multiple Network Servers European Patent Office	M-4969		98963792.1		4RN	ANNUITY DUE	04-Dec-2000
	Pending	04-Dec-1998			AHM FEM	Status Check	18-Aug-2001
Owner: HOLC #Error							
Dynamic Load Balancer for Multiple Network Servers United States of America	M-4969		08/992038			APLBR Follow Up Date	23-Oct-2001
	Pending	19-Dec-1997			FEM AHM		
Owner: HOLC #Error							
Remarks: Per client R okay to file PCT 10/01/98. Amendment pc rec'd 8/2/00.							
Server Fault Tolerance Algorithm United States of America	M-4970						
	Unfiled						AHM
Remarks: #Error							

Client Status Report

Wednesday, November 08, 2000
 Client: 10050 CyberIQ Systems

Title	Case Number	Sub Case Number	Application Number/Date	Patent No. Issue Date	Attorney(s)	Next Action(s)	Due Date(s)
Router Pooling In A Network Flowswitch	M-4971		16242/99		FEM 4RN	FDOC Follow Up Date	02-Dec-2000
Australia	Pending		04-Dec-1998		FEM	Deferred Exam	04-Dec-2003
	Owner: HOLC	#Error					
	Remarks: App filed LTC 7/11/00						
Router Pooling In A Network Flowswitch	M-4971		2318747		FEM 4RN	FA Follow Up Date	26-Nov-2000
Canada	Pending		04-Dec-1998		FEM	ANNUITY DUE	04-Dec-2000
	Owner: HOLC	#Error				Deferred Exam	04-Dec-2003
	Remarks: App filed LTC 7/11/00						
Router Pooling In A Network Flowswitch	M-4971		98960710.6		FEM 4RN	ANNUITY DUE	04-Dec-2000
European Patent Office	Published		04-Dec-1998		FEM	PROV.PROTECTION	20-Dec-2000
	Owner: HOLC	#Error				Register Reminder	29-Apr-2001
	Remarks: App filed LTC 7/11/00						
Router Pooling In A Network Flowswitch	M-4971		08/994405	5963540		Tax 3.5	05-Apr-2003
United States of America	Granted		19-Dec-1997	05-Oct-1999	FEM AHIM	Tax 7.5	05-Apr-2007
	Owner: HOLC	#Error				Tax 11.5	05-Apr-2011

Remarks: Per client R okay to file PCT 10/01/98. Removed IDS per O.S. 5/18/99. Notice Mailed 8/8/00, The IDS Of 10/12/99 Was Filed After The Patent Was Granted (Oct. 5, 1999). The IDS Will Not Be Considered, But Will Be Placed In The File.

Client Status Report

Wednesday, November 08, 2000

Client: 10050 CyberIQ Systems

Title	Case Number	Sub Case Number/Date	Application Number/Date	Patent No. Issue Date	Attorney(s)	Next Action(s)	Due Date(s)
Active-Passive Flow Switch Failover Technology	M-7717	US00/21927	10-Aug-2000	4RN	Letter to Designated Countries	13-Nov-2000	
Patent Cooperation Treaty	Pending	10-Aug-2000		BDO FEM	ISR(19) REMIND	27-Nov-2000	
	Owner: HOLC	#Error			AMEND ABSTRACT	27-Nov-2000	
	Remarks: AOA to client 8/10/00				Demand Reminder Ltr	13-Dec-2000	
					Priority Document Due	13-Dec-2000	
					Search Report Due (from WIPO)	13-Dec-2000	
					RESP SRCH RPRT	27-Dec-2000	
					PCT Application Follow Up Date	10-Feb-2001	
					WIPO completion Date	13-Feb-2001	
					Chapter II/ Exam Fee Due	13-Mar-2001	
					Chapter I Due(Nat'l Filing)	13-Apr-2001	
					1st Opinion from PCT	13-May-2001	
					2nd Opinion from PCT	13-Jul-2001	
					Final Response to Opinions	13-Sep-2001	
					National II Reminder Ltr	13-Oct-2001	
					Examination Report from PCT	13-Dec-2001	
					Chapter II Due (Nat'l Filing)	13-Feb-2002	
Active-Passive Flow Switch Failover Technology	M-7717	09/374395	13-Aug-1999	FEM FEM	1 Month to Due Date	29-Nov-2000	
United States of America	Pending	13-Aug-1999			3 Month Due Date	29-Dec-2000	
	Owner: HOLC	#Error			1st Extension	29-Jan-2001	
	Remarks: FF LTC 5/25/00, Urgent Reminder 7/14/00, FF LTC				2nd Extension	28-Feb-2001	
	Urgent Reminder 7/21/00.				2 Weeks to Final Date	15-Mar-2001	
					6 Month Final	29-Mar-2001	

Client Status Report

Wednesday, November 08, 2000

Client: 10050 CyberIQ Systems

Title	Case Number	Sub Case Number/Date	Patent No.	Attorney(s)	Next Action(s)	Due Date(s)
Router Clustering For Multiple Network Servers United States of America	M-8402	09/540296		OKS	F/U - Missing Parts	22-Feb-2001
	Pending	31-Mar-2000		KJK OKS	Foreign Filing Due	31-Mar-2001
	Owner: CYBER #Error Remarks: FF LTC 10/2/00.				Application Status Check	30-Sep-2001
Firewall Pooling United States of America	M-8403	09/540238		KJK	F/U - Missing Parts	02-Feb-2001
	Pending	01-Apr-2000		OKS OKS	Foreign Filing Due	01-Apr-2001
	Owner: CYBER #Error Remarks: FF LTC 10/2/00.				Application Status Check	01-Oct-2001
Firewall Clustering For Multiple Network Servers United States of America	M-8404	09/540297		KJK	F/U - Missing Parts	22-Feb-2001
	Pending	31-Mar-2000		OKS OKS	Foreign Filing Due	31-Mar-2001
	Owner: CYBER #Error Remarks: FF LTC 10/5/00.				Application Status Check	30-Sep-2001

OKS
DCH BDO

#Error

Remarks:

Wednesday, November 08, 2000

Client Status Report

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Client: 10050 CyberIQ Systems

Title	Case Number Status	Sub Application Case Number/Date	Patent No. Issue Date	Attorney(s)	Next Action(s)	Due Date(s)
VPN Device Clustering Using A Network Flow Switch United States of America	M-9434 Pending	09/638351 15-Aug-2000		WLR KJK KJK	Information Disclosure Stmt MISSING PARTS Check Priority Claimed 1 MON EXTENSION 2 MON EXTENSION 3 MON EXTENSION FINAL MSGNG PRTS Application Status Check	15-Nov-2000 22-Nov-2000 15-Dec-2000 22-Dec-2000 22-Jan-2001 22-Feb-2001 22-Mar-2001 15-Aug-2002
	Remarks: Per Admin form of 10/3/00 - duplicate matter M-8406 closed and all billing transferred to M-9434 US. Serial no entered from filing receipt mailed 9/22/00. #Error					

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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See Attached

Trademark Status Report for CyberIQ Systems Inc.— November 7, 2000

MARK	RSG FILE NO.	DATE OF FILING/ REGISTRATION	SERIAL/ REG. NO.
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(All marks are applied for or registered in block letters, except where noted.)

Registrations/Applications in U.S.A.:

HOLONTECH	144-12	Registered 8-10-99	2,269,606
H (STYLIZED)	144-13	Registered 1-5-99	2,216,750
SCIPS	144-14	Abandoned	75/323398
HYPERFLOW	144-15	Registered 2-16-99	2,224,150
HYPERCENTER	144-16	*Consent to Use 1-9-98	
MAESTRO	144-17	Abandoned	75/554571
HYPERSWITCH	144-18	Published 10-10-00	75/917396
CYBERIQ SYSTEMS	144-19	Filed 3-12-00	76/006330
HYPERSECURE	144-20	Published 10-10-00	76/012297
HYPERCACHE	144-21	Filed 3-29-00	76/012292
HYPEREXEC	144-22	Published 9-8-00	76/012293
HYPERWAN	144-23	Published 9-8-00	76/012294
HYPERCOMMERCE	144-24	Filed 3-29-00	76/012295
PLUG AND GO	144-25	Filed 4-17-00	76/027564
PLUG AND FLOW	144-26	Filed 4-17-00	76/027770
HYPERCONTENT	144-28	Filed 4-17-00	76/027771

*Consent to Use Agreement signed between HolonTech and Life Science International (Europe) Limited January, 1998. No application ever filed.

Foreign Applications:

CYBERIQ SYSTEMS (Taiwan)	144-27	Taiwan – filed 5-18-00
CYBERIQ SYSTEMS (STYLIZED) (Taiwan)	144-30	Taiwan – filed 5-18-00
CYBERIQ SYSTEMS (European Community)	144-31	European Community - filed 7-18-00
CYBERIQ SYSTEMS (Korea)	144-32	Korea – filed 7-20-00
CYBERIQ SYSTEMS (Japan)	144-33	Japan – filed 7-31-00
CYBERIQ SYSTEMS (China)	144-34	China – filed 9-14-00

EXHIBIT "D"

MASK WORKS

MASK WORK

DESCRIPTION COUNTRY SERIAL NO. REG. NO STATUS

n/a