

02-08-2001



FORM PTO-1594
(Rev 5-93)

EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101608300

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

2-8-01

1. Name of conveying party(ies):

RECOURSE TECHNOLOGIES, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

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

3. Nature of Conveyance:

[] Assignment

[] Merger

[X] Security Agreement

[] Change of Name

[] Other

Execution Date: December 28, 1999

2. Name and address of receiving party(ies):

Name: IMPERIAL BANK

Address: 226 AIRPORT PARKWAY

City: SAN JOSE State: CA Zip: 95110

2-8-01

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California chartered bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No

(Designations must be a separate document from assignment)

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

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

75/881,975

B. Trademark Registration No.(s)

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
400 Hamilton Avenue
Palo Alto, CA 94301-1809

6 Total number of applications and registrations involved: 1

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2001 FEB - 8 AM 10:23
ASSIGNMENT SERVICES
DIVISION

7. Total fee (37 CFR 3.41) \$40.00

[X] 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.

Erin O'Brien

February 7, 2001

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

SD\1339430.2
1090371-916900

TRADEMARK
REEL: 002231 FRAME: 0883

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December ~~28~~, 1999 by and between IMPERIAL BANK ("Bank") and RECOURSE TECHNOLOGIES, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank 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 and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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

GRANTOR:

Address of Grantor:

2450 El Camino Real, Suite 100
Palo Alto, CA 94306

Attn: Mr. Frank Huerta, President & CEO

RECOURSE TECHNOLOGIES, INC.

By: Frank Huerta
Title: President/CEO

BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

By: Kevin Zaidan
Title: Assistant Vice President

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and method for computer security	09/615,967	
System and method for computer security	60/143,721	07/14/99
System and method for generating fictitious content for a computer	09/616,805	
System and method for providing computer security	60/151,531	08/30/99
System and method for preventing detection of a selected process running on a computer	09/615,891	
System and method for preventing detection of a computer connection to an external device	09/616,469	
System and method for tracking the source of a computer attack	09/615,676	
System and method for protecting a computer network against denial of service attacks	09/615,961	
System and method for dynamically changing a computer port or address	09/615,888	
System and method for quickly authenticating messages using sequence numbers	09/616,803	
System and method for detecting computer intrusions	09/651,439	
Extensible intrusion detection system	09/651,303	
System and method for using login correlations to detect intrusions	09/651,854	
System and method for using signatures to detect computer intrusions	09/651,434	
System and method for analyzing filesystems to detect intrusions	09/651,304	
System and method for detecting buffer overflow attacks	09/651,306	
System and method for using timestamps to detect attacks	09/654,347	
System and method for analyzing protocol streams for security-related events	60/236,899	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Mantrap	75/715,732	05/27/99
Manhunt	75/715,730	05/27/99
Recourse Technologies	75/709,801	05/19/99
Tipoff	75/881,975	12/27/99