

04-06-2001

FORM PTO-  
1-31-92

REC



ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101657089

3-20-01

20

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

1. Name of conveying party(ies):  
**Broadcloud Communications, Inc.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other LLC

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

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

Execution Date: 2/26/01

2. Name and address of receiving party(ies):  
Name: Silicon Valley Bank  
Internal Address: Loan Documentation HA155  
Street Address: 3003 Tasman Drive  
City: Santa Clara              State: Ca              ZIP: 95054

Individual(s) Citizenship .....  
 Association .....  
 General Partnership .....  
 Limited Partnership .....  
 Corporation-State .....  
 Other .....

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  No

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

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
75/860,423    75/860,457	
75/860,451    75/860,455	
75/860,470    75/860,467	
75/860,462    76/128,461	
75/860,460	
75/860,459	

Additional numbers attached?  Yes  No

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): .....\$ 265.00  
 Enclosed  
 Authorized to be charged to deposit account

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

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Silicon Valley Bank  
Internal Address: Loan Documentation HA155  
Street Address: 3003 Tasman Dr.  
City: Santa Clara              State: Ca              ZIP: 95054

DO NOT USE THIS SPACE

04/05/2001 TDIAZ1 00000040 75860423  
01 FC:481                      40.00 OP  
02 FC:482                      225.00 OP

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.

Shannon Hubbard  
Name of Person Signing

*Shannon Hubbard*  
Signature

3/8/01  
Date

Total number of pages comprising cover sheet: 14

OMB No 0651-0011 (exp 4/94)

TRADEMARK  
REEL: 002264 FRAME: 0774

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 26th day of February, 2001 by and between BroadCloud Communications, Inc. ("Grantor"), and Silicon Valley Bank, a California banking corporation ("Bank").

### RECITALS

A. Bank will continue to make credit extensions to Grantor as described in the Loan and Security Agreement (the "Loan Agreement"), but only if Grantor formalizes Bank's 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 Loan Agreement.

B. 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 Grantor's Indebtedness under the Loan 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 first priority 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 Permitted Liens (as such term is defined in the Loan Agreement).

(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.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral without the prior written consent of the Bank (which consent shall not be unreasonably withheld), 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, to its knowledge, 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) 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 or 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;

(i) 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.

(j) 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.

(k) 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. 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. 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 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.

6. 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 Loan Agreement; or

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

7. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies as described in the Loan Agreement.

8. Indemnity. Grantor agrees to indemnify Bank, as described in the Loan Agreement.

9. 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.

10. 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.

11. 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.

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

13. 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.

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

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:

12708 Riata Vista Circle, #A-106  
Austin, Texas 78727

GRANTOR:

BROADCLOUD COMMUNICATIONS, INC.

By: Richard Wierzbicki

Name: Richard Wierzbicki

Title: Vice President

EXHIBIT "A"  
COPYRIGHTS

SCHEDULE A – ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
None		

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>
None				

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>
BCI_Hook.dll (software code)	2/13/01	3/1/01		
BCI_security.dll (software code)	2/13/01	3/1/01		
BCI_Sockets.dll (software code)	2/13/01	3/1/01		
BCIEmail.dll (software code)	2/13/01	3/1/01		
BCIHTTPClientHandler.dll (software code)	2/13/01	3/1/01		
BCIHTTPServerHandler.dll (software code)	2/13/01	3/1/01		
bcismtp.dll (software code)	2/13/01	3/1/01		
BCIutil.dll (software code)	2/13/01	3/1/01		
client_dll.dll (software code)	2/13/01	3/1/01		
clientAppHandlerLoader.dll (software code)	2/13/01	3/1/01		
compressionAPI_DLL.dll (software code)	2/13/01	3/1/01		
cvUtils.dll (software code)	2/13/01	3/1/01		

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

(continued)

<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>
DnsClientApp.dll (software code)	2/13/01	3/1/01		
DnsServerApp.dll (software code)	2/13/01	3/1/01		
ftpClient.dll (software code)	2/13/01	3/1/01		
ftpServer.dll (software code)	2/13/01	3/1/01		
libbz2.dll (software code)	2/13/01	3/1/01		
loader.dll (software code)	2/13/01	3/1/01		
md5.exe (software code)	2/28/01	3/1/01		
md5.pl (software code)	2/28/01	3/1/01		
POP3App.dll (software code)	2/13/01	3/1/01		
property_serializer.dll (software code)	2/13/01	3/1/01		
PropertySet.dll (software code)	2/13/01	3/1/01		
server_dll.dll (software code)	2/13/01	3/1/01		
serverAppHandlerLoader.dll (software code)	2/13/01	3/1/01		
SessionAgent.dll (software code)	2/13/01	3/1/01		
SessionClient.dll (software code)	2/13/01	3/1/01		
SessionContext.dll (software code)	2/13/01	3/1/01		
SessionManager.dll (software code)	2/13/01	3/1/01		
SessionServer.dll (software code)	2/13/01	3/1/01		
sessionUtilLoader.dll (software code)	2/13/01	3/1/01		
sms_connect.dll (software code)	2/13/01	3/1/01		
SMTPApp.dll (software code)	2/13/01	3/1/01		
SureConnectClient.exe (software code)	2/13/01	3/1/01		
tcl83.dll (software code)	2/13/01	3/1/01		
tclMgr.dll (software code)	2/13/01	3/1/01		
tclWrapper.dll (software code)	2/13/01	3/1/01		

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

(continued)

<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>
tunnelClient.dll (software code)	2/13/01	3/1/01		
tunnelServer.dll (software code)	2/13/01	3/1/01		
UserMessaging.dll (software code)	2/13/01	3/1/01		
UserMessagingClient.dll (software code)	2/13/01	3/1/01		
wip_server.config (software code)	2/13/01	3/1/01		
wip_server.exe (software code)	2/13/01	3/1/01		
WipDialup.dll (software code)	2/13/01	3/1/01		
WipModem.dll (software code)	2/13/01	3/1/01		
WipTP.dll (software code)	2/13/01	3/1/01		
Security (software script)	2/13/01	3/1/01		
sms_connect (software script)	2/13/01	3/1/01		
Startup (software script)	2/13/01	3/1/01		
comms2.tcl (software script)	2/13/01	3/1/01		
develTrace.tcl (software script)	2/13/01	3/1/01		
dIprTC.tcl (software script)	2/13/01	3/1/01		
fileSync.tcl (software script)	2/13/01	3/1/01		
getLocalAddr.tcl (software script)	2/13/01	3/1/01		
lists.tcl (software script)	2/13/01	3/1/01		
nameValue.tcl (software script)	2/13/01	3/1/01		
pkgIndex.tcl (software script)	2/13/01	3/1/01		
procMonitor.tcl (software script)	2/13/01	3/1/01		
procOps.tcl (software script)	2/13/01	3/1/01		
stackTrace.tcl (software script)	2/13/01	3/1/01		
stateFile.tcl (software script)	2/13/01	3/1/01		
TclExcept.tcl (software script)	2/13/01	3/1/01		



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

(continued)

<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>
uuid.tcl (software script)	2/13/01	3/1/01		
wireFormats.tcl (software script)	2/13/01	3/1/01		
xml.tcl (software script)	2/13/01	3/1/01		
DictionaryErrorMessage.httpmsg (software script)	2/13/01	3/1/01		
LinkDownMessage.httpmsg (software script)	2/13/01	3/1/01		
ServerDownMessage.httpmsg (software script)	2/13/01	3/1/01		
HTTP.bcict (software configuration)	2/13/01	3/1/01		
ClientHelp.htm (documentation)	2/13/01	3/1/01		
ClientHelp2.htm (documentation)	2/13/01	3/1/01		
QuickStart.htm (documentation)	2/13/01	3/1/01		
ReleaseNotes.htm (documentation)	2/13/01	3/1/01		
1pixel.gif (documentation)	2/13/01	3/1/01		
appwin.gif (documentation)	2/13/01	3/1/01		
clouds2.gif (documentation)	2/13/01	3/1/01		
connect.gif (documentation)	2/13/01	3/1/01		
icon.gif (documentation)	2/13/01	3/1/01		
icon_off.gif (documentation)	2/13/01	3/1/01		
icon_on.gif (documentation)	2/13/01	3/1/01		
leftnav_line3.gif (documentation)	2/13/01	3/1/01		
lil_arw.gif (documentation)	2/13/01	3/1/01		
logo.gif (documentation)	2/13/01	3/1/01		
logo_shadow.gif (documentation)	2/13/01	3/1/01		
mail.gif (documentation)	2/13/01	3/1/01		
msgFilter.gif (documentation)	2/13/01	3/1/01		

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

(continued)

<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>
network.gif (documentation)	2/13/01	3/1/01		
setMerlin.gif (documentation)	2/13/01	3/1/01		
setNextel.gif (documentation)	2/13/01	3/1/01		
setSierra210.gif (documentation)	2/13/01	3/1/01		
setSierra300.gif (documentation)	2/13/01	3/1/01		
setSierra510.gif (documentation)	2/13/01	3/1/01		
setSierraConnect.gif (documentation)	2/13/01	3/1/01		
setSierraGen.gif (documentation)	2/13/01	3/1/01		
setSierraLogon.gif (documentation)	2/13/01	3/1/01		
setSierraServer.gif (documentation)	2/13/01	3/1/01		
setSierraTCP.gif (documentation)	2/13/01	3/1/01		
setSpider.gif (documentation)	2/13/01	3/1/01		
task.gif (documentation)	2/13/01	3/1/01		
terminate.gif (documentation)	2/13/01	3/1/01		
top_arrw.gif (documentation)	2/13/01	3/1/01		
transparent.gif (documentation)	2/13/01	3/1/01		

## EXHIBIT "B"

## PATENTS

<u>PATENT DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
Wireless Network System and Method	BRDC:013	USA	09/618,881	7/19/2000	Pending
Remote Digital Image Viewing System and Method	BRDC:016	USA	08/852,557	5/7/97	ISSUED as U.S. Patent No. 6,166,729 on 12/26/2000; Continuation patent application filed as BRDC:040
Remote Visual Information Monitoring System and Method	BRDC:016PCT	PCT	PCT/US98/09332	5/7/98	Pending; Annuity paid; renewed until 5/7/2018
Remote Visual Information Monitoring System and Method	BRDC:016EP	European Patent Office	98920327.8	2/14/00	Pending; Search report issued 3/31/00
Remote Visual Information Monitoring System and Method	BRDC:016JP	Japan	10-548497	5/7/98	Pending; request for examination deadline 5/7/2005
Wireless Network System and Method	BRDC:017	USA	60/177,329	1/21/00	Pending; converted to regular application 7/19/00 (BRDC:013)
Digital Image Transfer System and Method	BRDC:018	USA	60/180,649	2/7/00	Pending; converted to regular application 7/19/00 (BRDC:019)
Wireless Network System and Method	BDC:019	USA	09/619,038	7/19/00	Pending
Wireless Network System and Method (ASP)	BRDC:020	USA	60/220,730	7/26/00	Pending
Wireless Communications Invisible Proxy and Hooking Systems and Methods	BRDC035P	USA	60/241,086	10/16/2000	Pending as provisional application
Wireless Communications Invisible Proxy and Hooking Systems and Methods	BRDC035PCIP1	USA	Not received	3/1/2001	Pending as provisional application
Wireless ASP Systems and Methods	BRDC036P	USA	Not received	10/16/2000	Pending as provisional application
Wireless ASP Systems and Methods	BRDC036P-CIP1	USA	Not received	3/1/2001	Pending as provisional application
E-Mail and Messaging Systems and Methods	BRDC037P	USA	60/241,095	10/16/2000	Pending as provisional application

<u>PATENT DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
E-Mail and Messaging Systems and Methods	BRDC037P-CIP1	USA	Not received	3/1/2001	Pending as provisional application
Wireless Communications Protocols and Architectures Systems and Methods	BRDC038P	USA	60/241,087	10/16/2000	Pending as provisional application
Wireless Communications Protocols And Architectures Systems and Methods	BRDC038P-CIP1	USA	Not received	3/1/2001	Pending as provisional application
Browser and Network Optimization Systems and Methods	BRDC039P	USA	60/240,985	10/16/2000	Pending as provisional application
Remote Digital Image Viewing System and Method (formerly BRDC016)	BRDC040	USA	09/703,228	10/31/2000	Pending
Scalable Server Architecture Systems and Methods	BRDC041P	USA	Not received	3/1/2001	Pending as provisional application

## EXHIBIT "C"

## TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
BROADCLOUD.COM	USA	BRDC:001	75/860,423	12/15/99	Pending
BROADCLOUD	USA	BRDC:002	75/860,451	12/15/99	Pending
WIPIT!	USA	BRDC:003	75/860,470	12/15/99	Pending
FOLLOWME HOMEPAGE	USA	BRDC:004	75/860,462	12/15/99	Pending
FOLLOWMEHOMEPAGE.COM	USA	BRDC:005	75/860,460	12/15/99	Pending
WIRELESS INTERNET PROTOCOL	USA	BRDC:006	75/860,459	12/15/99	Pending
WIP	USA	BRDC:007	75/860,457	12/15/99	Pending
WIP.COM	USA	BRDC:008	75/860,455	12/15/99	Pending
WIPIT.COM	USA	BRDC:009	75/860,467	12/15/99	Pending
LET LIFE INTERFERE WITH YOUR WORK	USA	BRDC:031	76/128,461	9/13/2000	Pending
SURE●connect	USA	BRDC:050	Not received	2/16/2001	Pending
SURE●office	USA	BRDC:051	Not received	2/20/2001	Pending
SURE●location	USA	BRDC:052	Not received	2/20/2001	Pending
SURE●photo	USA	BRDC:053	Not received	2/20/2001	Pending
SURE●homepage	USA	BRDC:054	Not received	2/20/2001	Pending
SURE●wireless	USA	BRDC:055	Not received	2/27/2001	Pending

EXHIBIT "D"

MASK WORKS

<u>MASK WORK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
None				