

05-22-2001

FORM PTO-1595

1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

5.8.01

101725350

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

1. Name of conveying party(ies): ETunnels Inc.	2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: HA155
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	Street Address: 3003 Tasman Drive City: Santa Clara State: CA ZIP: 95054
Execution Date: 04/27/01	Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)	B. Trademark No.(s)
75-765739	76-175761
776-50031	76-175759
78-130019	
76-130020	
76-175758	

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: Loan Documentation HA155 Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054	6. Total number of applications and trademark involved: 7 7. Total fee (37 CFR 3.41):\$ 190.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)
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DO NOT USE THIS SPACE

05/21/2001 6TON1 00000073 75765739
01 FC:481 40.00 DP
02 FC:482 150.00 DP

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.

Tracy Walton
Name of Person Signing


Signature

Date 5/2/01

Total number of pages comprising cover sheet: 2

OMB No 0651 -0011 (exp 4/94)

TRADEMARK
REEL: 002299 FRAME: 0697

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 27, 2001 by and between SILICON VALLEY BANK ("Bank") and ETUNNELS INC. ("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 April 27, 2001 (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). 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, Patents, and Mask Works to secure the obligations of Grantor under 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

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

Address of Grantor:

101 Stewart Street, Suite 301
Seattle, WA 98101

Attn: _____

Address of Bank:

4110 Carillon Point
Kirkland, WA 98033

Attn: Greg Olsen

GRANTOR:

ETUNNELS INC.

By: [Signature]

Title: CEO

BANK:

SILICON VALLEY BANK

By: [Signature]

Title: Vice President

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SENT BY: ETUNNELS & SEATTLE;

PAGE 4

APR-27-01 5:10PM;

206 239 9888

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Address of Grantor:

101 Stewart Street, Suite 301
Seattle, WA 98101

Attn: _____

Address of Bank:

4110 Carillon Point
Kirkland, WA 98033

Attn: _____

GRANTOR:

ETUNNELS INC.

By: DK

Title: CEO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and Method for Provisioning a Virtual Private Network USA	09/640,795	August 18, 2000
Method and Apparatus For Data Communication Between a Plurality of Parties USA	09/660,245	Sept. 12, 2000
System and Method for Provisioning a Virtual Private Network Canada	2,316,428	August 18, 2000
Method and Apparatus For Data Communication Between a Plurality of Parties Canada	2,323,221	Sept. 12, 2000

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
"eTunnels" Design (circles) Serial number 76-765739	IC:42, US:100, 101	August 2, 1999
VPN Demand Serial number 776-50031	IC:09 US:21,23,26,36,38	May 17, 200
123VPN Serial number 78-130019	IC:09,42 US:21,23,26,36,38,10 0,101	Sept. 14, 2000
Private Network Virtually Anywhere Serial number 76-130020	IC:09,42, US:21,23,26,36,38,10 0,101	Sept. 14, 2000
"eTunnel" logo (proposed use) Serial number 76-175758	IC:09 US:21,23,26,36,38	Dec. 6, 2000
"eTunnels" logo (current use) Serial number 76-175761	IC:42 US:100,101	Dec. 6, 2000
IP Sec AnyWare Serial number 76-175759	IC:09,42 US:21,23,26,36,38, 100,101	Dec. 6, 200
SecurityAnyWare Serial number _____	IC: US:	_____
VPN on Demand Serial number _____	IC: US:	_____

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date