

06-25-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



ET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

101758877

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

1. Name of conveying party(ies):

ViaGate Technologies, Inc. MRD 6-18-01

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: June 8, 2001

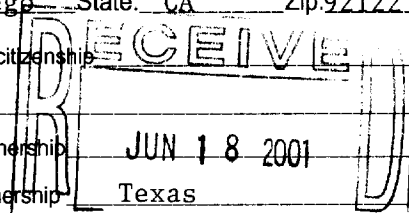
2. Name and address of receiving party(ies)

Name: Idanta Partners Ltd. Internal as Collateral Agent Address:

Street Address: 4660 La Jolla Village Dr., Suite 850 City: San Diego State: CA Zip: 92122

- 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 registration number(s):

A. Trademark Application No.(s)

75/743, 993 75/743, 924 76/262, 211 75/743, 994 75/744, 050

B. Trademark Registration No.(s)

2, 345, 558

Additional number(s) attached Yes No

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

Name: Paul P. Daley, Esq.

Internal Address: Hale and Dorr LLP

Street Address: 60 State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41) \$ 165.00

- 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.

George W. Shuster, Jr., Esq.

Name of Person Signing

Signature

June 11, 2001

Date

Total number of pages including cover sheet, attachments, and document:

34

06/22/2001 101758877 00000120 75743993

01 FC:481 02 FC:482

40.00 DP 125.00 DP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002318 FRAME: 0025

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is an Intellectual Property Security Agreement made this 8th day of June, 2001 (the "Agreement") between ViaGate Technologies, Inc., a Texas corporation, having its principal place of business at 745 Route 202/206, Bridgewater, New Jersey 08807 ("Debtor") and Idanta Partners Ltd., a Texas limited partnership, having an office at 4660 La Jolla Village Drive, Suite 850, San Diego, California 92122 ("Idanta"), for itself and as the collateral agent (the "Collateral Agent") for the individuals and entities listed in Exhibit A hereto (Idanta and the individuals and entities listed on Exhibit A hereto collectively referred to herein as the "Secured Party").

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Debtor (the "Loans") in the amounts and manner set forth in that certain Security Agreement between Secured Party and Debtor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement") and that certain series of secured Promissory Notes issued by Debtor to Secured Party commencing on the date hereof (the "Notes"). Secured Party is willing to make the Loans to Debtor, but only upon the condition, among others, that Debtor shall grant to Secured Party a security interest in, among other things, certain Copyrights, Trademarks and Patents to secure the obligations of Debtor under the Security Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement.

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a security interest in all of Debtor'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 and sufficiency 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 Security Agreement, Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Security Agreement, Debtor grants and pledges to Secured Party a security interest in all of Debtor's right, title and interest in, to and under its now owned or hereafter acquired intellectual property, including without limitation all items listed on Schedule A and Schedule B hereto, together with all goodwill of the business symbolized by the Trademarks, 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, and all proceeds of each of the foregoing (including, without limitation, all license royalties and proceeds of infringement suits) (collectively the "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and

the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided herein or in the Security Agreement or any related 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement, the Notes or any of related documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Authorization, Employees and Agents, and No Liability of Collateral Agent and Debtor:

Authorization. The Collateral Agent is Authorized to take such action of behalf of each of the individuals listed on Exhibit A hereto (the "Principals") and to exercise all such powers as are hereunder and under any related documents, together with such powers as are reasonably incident thereto, provided that no duties or responsibilities shall be implied to have been assumed by the Collateral Agent. The relationship between the Collateral Agent and the Principals is and shall be that of agent and principal only, and nothing contained in this Agreement or any related document shall be construed to constitute the Collateral Agent as a trustee for the Principals.

Employees and Agents. The Collateral Agent may exercise its powers and execute its duties by or through employees or agents and shall be entitled to take, and to rely on, advice of counsel concerning all matters pertaining to its rights and duties under this Agreement and any related documents. The Collateral Agent may utilize the services of such persons as the Collateral Agent in its sole discretion may reasonably determine, and all reasonable fees and expenses of any such persons shall be paid by the Debtor.

No Liability of Collateral Agent. Neither the Collateral Agent nor any of its shareholders, directors, officers or employees, nor any other person assisting them in their duties, nor any agent of employee thereof, shall be liable for any waiver, consent or approval given or any action taken, or omitted to be taken, in good faith by it or them hereunder or under any related document, or in connection therewith, or be responsible for the consequences of any oversight or error of judgment whatsoever.

No Representations. The Collateral Agent shall not be responsible for the execution or validity or enforceability of this Agreement, the Intellectual Property Security Agreement, the Notes, or any related documents or for amounts owing . with respect to the Notes, or for any recitals or statements, warranties or representations made herein or in any related documents or in any certificate or instrument hereafter furnished to it on behalf of the Debtor, or be bound to ascertain or inquire as to the performance of any of the terms, conditions, covenants or agreements herein or in any related documents. The Collateral Agent shall not be bound to ascertain whether the Debtor or any holder of the

Notes shall have been duly authorized. The Collateral Agent has not made nor does it now make any representations or warranties, express or implied, nor does it assume any liability to the Principals, with respect to the credit worthiness or financial conditions of the Debtor or of any related individuals or entities. Each Principal acknowledges that it has, independently and without reliance upon the Collateral Agent or any other Principal, and based on such information and documents as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement.

Collateral Agent as Principal. In its individual capacity, Idanta shall have the same obligations and the same rights, powers and privileges in respect to this Agreement and related documents, including the Notes, as it would have if it were not the Collateral Agent.

No Liability of Debtor. Neither the Debtor nor any of its shareholders, directors, officers or employees, nor any other person assisting them in their duties, nor any agent or employee thereof, shall be liable for any waiver, consent or approval given or any action taken, or omitted to be taken, by the Collateral Agent hereunder or under any related document, or in connection therewith, or be responsible for the consequences of any oversight or error of judgment of the Collateral Agent whatsoever.

[The remainder of this page is intentionally left blank. Signature page follows.]

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.

DEBTOR:

SECURED PARTY:

VIAGATE TECHNOLOGIES, INC.

INDIANA PARTNERS I, LTD.

By: Michael T. Cavanaugh
Michael T. Cavanaugh
Title: Vice President, Finance
Duly Authorized

By: _____
Title: _____
Duly Authorized

NEEDHAM CAPITAL PARTNERS II, L.P.

By: _____
Title: _____
Duly Authorized

NEEDHAM CAPITAL PARTNERS II (Bermuda), L.P.

By: _____
Title: _____
Duly Authorized

B. WARING PARTRIDGE III

By: _____
B. Waring Partridge

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.

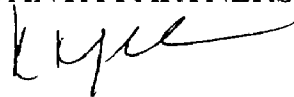
DEBTOR:

VIAGATE TECHNOLOGIES, INC.

By: _____
Michael T. Cavanaugh
Title: Vice President, Finance
Duly Authorized

SECURED PARTY:

IDANTA PARTNERS LTD.


By: MARRESH KRISHNAMURTHY
Title: GENERAL PARTNER
Duly Authorized

NEEDHAM CAPITAL PARTNERS
II, L.P.

By: _____
Title: _____
Duly Authorized

NEEDHAM CAPITAL PARTNERS
II (Bermuda), L.P.

By: _____
Title: _____
Duly Authorized

B. WARING PARTRIDGE III

By: _____
B. Waring Partridge

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.

DEBTOR:

SECURED PARTY:


VIAGATE TECHNOLOGIES, INC.

IDANTA PARTNERS LTD.


By: _____
Title: _____
Duly Authorized

By: _____
Title: _____
Duly Authorized

NEEDHAM CAPITAL PARTNERS II, L.P.

By: 
Title: _____
Duly Authorized

NEEDHAM CAPITAL PARTNERS II (Bermuda), L.P.

By: 
Title: _____
Duly Authorized

B. WARING PARTRIDGE III

By: _____
B. Waring Partridge

Jun-07-01 05:57P Kay Zimmer W*J Partridge 361 595 1950

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.

DEBTOR:

VIAGATE TECHNOLOGIES, INC.

By: _____
Title: _____
Duly Authorized

SECURED PARTY:

EDANTA PARTNERS I, L.P.

By: _____
Title: _____
Duly Authorized

NEEDHAM CAPITAL PARTNERS II, L.P.

By: _____
Title: _____
Duly Authorized

NEEDHAM CAPITAL PARTNERS II (Bermuda), L.P.

By: _____
Title: _____
Duly Authorized

B. WARING PARTRIDGE III

By: *B. Waring Partridge*
B. Waring Partridge

EXHIBIT A
List of Principals

<u>Principal/Secured Party</u>	<u>Date of Note</u>	<u>Principal Amount of Note</u>
Idanta Partners Ltd.	6/8/01	\$250,000.00
Needham Capital Partners II, L.P.	6/8/01	\$109,632.00
Needham Capital Partners II (Bermuda), L.P.	6/8/01	\$15,368.00
B. Waring Partridge III	6/8/01	\$25,000.00

SCHEDULE "A" TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
INTELLECTUAL PROPERTY COLLATERAL

The Intellectual Property Collateral shall include, without limitation all of the following, whether now owned or hereafter acquired by the Debtor:

- (a) any and all copyrights, copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and deviation 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;
- (b) any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same ("the Patents");
- (c) any and all 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 Borrower connected with or symbolized by such trademarks;
- (d) 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;
- (e) any and all design rights which may be available to Borrower now or hereafter existing, created, acquired or held;
- (f) any and all claims for damages by any of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for or collect such damages for said use or infringement of the intellectual property rights identified above;
- (g) all licenses or other rights to use any of the intellectual property rights identified above, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (h) all amendments, renewals and extensions of any of the intellectual property rights identified above; and
- (i) 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.

SCHEDULE "B" TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
Debtor's Trademarks, Trademark Applications, Tradenames, Patents, Patent
Applications, Copyrights, and Copyright Applications

STATUS OF VIAGATE PATENT APPLICATIONS

Docket No.	Title	Filing Date	Status
VIA-001	Methods And Apparatus For Multimedia Broadband Telecommunication	1/22/01	Pending - Filed only in the US
VIA-002	A Local Switch For A Broadband Multimedia Telecommunications System	1/22/01	Pending - Filed only in the US
VIA-003	Customer Premises Equipment Use In Multimedia Broadband Telecommunication	1/22/01	Pending - Filed only in the US

Any foreign patent applications must be filed within one year of the US filing in order to obtain the priority date of the US filing.

INTEGRATED NETWORK CORP. TM STATUS REPORT

REGISTERED FILE REPORT	PCMASTER REPORTER	200E1998	15 54	PAGE:	1					
BOOKET NO	CITY	CL.	CL.	CRIG. APP. NO	APPL.DT	CRIG. REG. NO	REG.DT	EXPIRES	STATUS	ATTY
074452 TELEPHONE	USA	9		00	10MY1994	2,010,571	22001996	22002006	INACTIVE	JLD
074451 TELEPHONE	USA	9		74/522,744	10MY1994	2,004,762	01001996	01002006	REGISTERED	JLD
074452 SERVICE SWITCH	USA	9		74/522,745	10MY1994				INACTIVE	JLD
074457(V) TELEPHONE	USA	9		9800048384	13MY1998				FILED	JLD
074457(V) TELEPHONE	USA	9		98-12341	13MY1998				FILED	JLD
074459 TELEPHONE	USA	9		75/389,670	13NO1997				FILED	JLD
074459 TELEPHONE	USA	9		75,411,525	29DE1997				ABANDONED	JLD
074459 TELEPHONE	USA	9		75/411,842	29DE1997				ABANDONED	JLD

TRADEMARK

REEL: 002318 FRAME: 0037

NOTE: THIS SUMMARY IS CONFIDENTIAL INFORMATION OF THE CLIENT FOR INTERNAL INFORMATIONAL PURPOSES ONLY AND IS SUBJECT TO FREQUENT CHANGE

CONFIDENTIAL

MASTER FILE REPORT

PCMASTER REPORTER

280E1998 15 54 PAGE: 2

INTEGRATED NETWORK CORP. TM STATUS REPORT

BUCKET NO	CTY	CL	CL	ORIG. APP. NO	APP. DT	ORIG. REG. NO	REG. DT	EXPIRES	STATUS	ATTY
754491	USA	9	9	75/411,241	290E1997				ABANDONED	JLD
754492	USA	9	9	75/411,243	290E1997				ABANDONED	JLD

Note: This summary is confidential information of the client for internal informational purposes only and is subject to frequent change.

CONFIDENTIAL

**VIAGATE TECHNOLOGIES, INC.
UNITED STATES TRADEMARKS
Registrations and Pending Applications**

MARK	SERIAL/REG. NO.	SERIAL/REG. DATE	OTHER
VIAGATE	Serial No. 75/743,993	Filed July 6, 1999	Idanta Partners Ltd. (TX Ltd. Partnership) owns security interest
VIAGATE TECHNOLOGIES and Design	Serial No. 76/262,211	Filed May 24, 2001	
VIAJET	Serial No. 75/744,050	Filed July 6, 1999	Idanta Partners Ltd. (TX Ltd. Partnership) owns security interest
VIAPORT	Serial No. 75/743,924	Filed July 6, 1999	Idanta Partners Ltd. (TX Ltd. Partnership) owns security interest
VIAVIEW	Reg. No. 2,345,558	Registered April 25, 2000	Idanta Partners Ltd. (TX Ltd. Partnership) owns security interest
VIAWAY	Serial No. 75/743,994	Filed July 6, 1999	Idanta Partners Ltd. (TX Ltd. Partnership) owns security interest