

06-26-2001



FORM PTO-
1-31-92

RECU

101760533
TRADEMARKS ONLY

RET

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):
megisto Systems, Inc. 61801
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Silicon Valley Bank
Internal Address: Loan Documentation **HG150 HATES**
Street Address: 3003 Tasman Drive
City: Santa Clara State: Ca ZIP: 95054

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: **5/31/01**

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)
76/070430

B. Trademark Registration No.(s)

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 **HG150 HATES**
Street Address: 3003 Tasman Dr.

6. Total number of applications and registrations involved: **1**
7. Total fee (37 CFR 3.41):s **40**
 Enclosed
 Authorized to be charged to deposit account

City: Santa Clara State: Ca ZIP: 95054
06/25/2001 TDIAZ1 00000110 76070430
01 FC:481 40.00 OF

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.

Janice Chua
Name of Person Signing

Signature

Date **6/13/2001**

Total number of pages comprising cover sheet:

OMB No 0651-0011 (exp 4-94)

TRADEMARK
REEL: 002318 FRAME: 0832

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 31, 2001, by and between SILICON VALLEY BANK ("Lender") and MEGISTO SYSTEMS INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender 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 Lender 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. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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 Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (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 Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 the Lender, 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 in which Grantor has an interest on the date hereof. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, the intellectual property rights listed on such exhibits. From time to time hereafter, Grantor shall register on an expedited basis such additional Intellectual Property developed or acquired by Grantor in connection with any product prior to the sale or licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party.

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:

20251 Century Boulevard
Suite 120
Germantown, Maryland 20874

MEGISTO SYSTEMS, INC.

By: Elizabeth Hest

Title: TREASURER

BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054

By: _____

Title: _____

By: _____

Title: _____

simultaneous or later exercise by any person, including the Lender, 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 in which Grantor has an interest on the date hereof. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, the intellectual property rights listed on such exhibits. From time to time hereafter, Grantor shall register on an expedited basis such additional Intellectual Property developed or acquired by Grantor in connection with any product prior to the sale or licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party.

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:

MEGISTO SYSTEMS, INC.

20251 Century Boulevard
Suite 120
Germantown, Maryland 20874

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

Address of Bank:

By: *J. E. Coog*

3003 Tasman Drive
Santa Clara, CA 95054

Title: *Vice President*

By: _____

Title: _____

EXHIBIT A

Copyrights

Description

None

Registration
Number

Registration
Date

EXHIBIT B

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
N/A		

PATENT APPLICATIONS

Name	Status and Date Filed	Application Number
System and Method for Distributing Security Processing Functions for Network Applications	Filed 3/23/01; Pending	09/816886
Network Infrastructure Device for Data Traffic To and From Mobile Units	Filed 3/16/01; Pending	09/811204

PATENT LICENSES

Name	Licensor	Licensee	Patent Number
N/A			

EXHIBIT C

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
N/A			

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
Megisto	June 15, 2000	76/070430	Pending; Response to Office Action due 6/5/01

TRADEMARK LICENSES

Name	Licensor	Licensee	Number
N/A			