

09-19-2001



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

101848285

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

Tab settings

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

1. Name of conveying party(ies):

NetForensics.com, Inc.

09/12/01

- 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: Venture Lending & Leasing III, Inc.

Internal Address:

Street Address: 2010 North First Street

City: San Jose State: CA Zip: 95131

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State MD 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: June 4, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,332,889

Additional number(s) attached Yes No

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

Name: Russell D. Pollock

Internal Address:

TDIAZ1 00000082 2332889

40.00 DP

Street Address: c/o Greene Radovsky et al

Four Embarcadero Center, Suite 4000

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved:

1

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

- 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.

Russell D. Pollock

Name of Person Signing

Signature

9/6/01

Date

7

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

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

09/18/2001 01 FC:481

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 4, 2001 by and between Venture Lending & Leasing III, Inc. ("Lender") as Lender and NetForensics.com, Inc. ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations 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 and all other agreements now existing or hereafter arising between Grantor and Lender, 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 Lender and Grantor, 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 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 and all goodwill associated therewith. Notwithstanding the foregoing, the term "Collateral" shall not include (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Section 9-318(4) of the UCC or Sections 9-407(a) or 9-408(a) of Revised Article 9 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Lender's unconditional continuing security

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TRADEMARK  
REEL: 002368 FRAME: 0621

interest in and to all rights, title and interests of Borrower in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

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 a 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 a registered, or, with the appropriate governmental agencies, applied for registration of an interest. From time to time hereafter, Grantor shall register on an expedited basis such additional Copyrights, Patents or Trademarks developed or acquired by (but excluding that licensed to) 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, except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests.

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.

Address of Grantor:

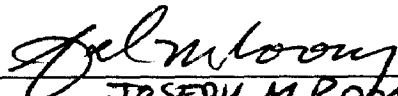
200 Metroplex Drive, 3<sup>rd</sup> Floor  
Edison, NJ 08817  
Attn: Chief Financial Officer

**NETFORENSICS.COM, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
\_\_\_\_\_  
**JOSEPH M. ROBNEY**  
\_\_\_\_\_  
**CEO**

Address of Lender:

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

**VENTURE LENDING & LEASING III, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

interest in and to all rights, title and interests of Borrower in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

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 a 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 a registered, or, with the appropriate governmental agencies, applied for registration of an interest. From time to time hereafter, Grantor shall register on an expedited basis such additional Copyrights, Patents or Trademarks developed or acquired by (but excluding that licensed to) 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, except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests.

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.

Address of Grantor:

200 Metroplex Drive, 3<sup>rd</sup> Floor  
Edison, NJ 08817  
Attn: Chief Financial Officer

**NETFORENSICS.COM, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Lender:

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

**VENTURE LENDING & LEASING III, INC.**


By:  \_\_\_\_\_  
Name: **SALVADOR O. GUTIERREZ**  
Title: **PRESIDENT**

EXHIBIT A

Copyrights

A. COPYRIGHTS AND COPYRIGHT APPLICATIONS: NONE.

<u>Application or Copyright No.</u>	<u>Issue or Filing Date</u>	<u>Expiration Date or Status</u>	<u>App. No./ Filed</u>	<u>Reg. No./ Reg. Date</u>
N/A	N/A	N/A	N/A	N/A

B. COPYRIGHT LICENSES: NONE.

<u>Corresponding Copyright No.</u>	<u>Date License Granted</u>	<u>Licensee</u>	<u>Termination Date</u>
N/A	N/A	N/A	N/A

EXHIBIT B

Patents

A. PATENTS AND PATENT APPLICATIONS:

<u>Application or Patent No.</u>	<u>Issue or Filing Date</u>	<u>Expiration Date</u>	<u>Title</u>
U.S. Provisional Application No. 60/213,967	Filed June 23, 2000 (not yet issued)	(not yet issued)	Comprehensive Security Structure Platform for Network Managers
U.S. Provisional Application No. 60/219,650	Filed July 21, 2000 (not yet issued)	(not yet issued)	Comprehensive Security Structure Platform for Network Managers (II)
Utility Non-Provisional Application	Filed August 17, 2000 (not yet issued)	(not yet issued)	Comprehensive Security Structure Platform for Network Managers

B. PATENT LICENSES: NONE.

<u>Corresponding Patent No.</u>	<u>Date License Granted</u>	<u>Licensee</u>	<u>Termination Date</u>
N/A	N/A	N/A	N/A

EXHIBIT C

Trademarks

A. REGISTERED TRADEMARK AND TRADEMARK APPLICATIONS:

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>App. No./ Filed</u>	<u>Reg. No./ Reg. Date</u>
NETFORENSICS & Design	U.S.	U.S. Trademark Registration No. 2,332,889		2,332,889
NETFORENSICS		unregistered		
NETFORENSICS.COM		unregistered		
MAKING SECURITY MANAGEMENT MANAGEABLE		unregistered		

B. TRADEMARK LICENSES: NONE.

<u>Corresponding Trademark No.</u>	<u>Date License Granted</u>	<u>Licensee</u>	<u>Termination Date</u>
N/A	N/A	N/A	N/A