

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RI 10-12-2001

R SHEET U.S. DEPARTMENT OF COMM Patent and Trademark LY



Tab settings = = =

To the Honorable Commissioner of 101872428

are attached original documents or copy thereof.

10-12-01

1. Name of conveying party(ies): Vanguard Managed Solutions, LLC c/o Platinum Equity, LLC 2049 Century Park East Los Angeles, CA 90067

2. Name and address of receiving party(ies) Name: Foothill Capital Corporation Internal Address: Suite 3000 West Street Address: 2450 Colorado Avenue City: Santa Monica State: CA ZIP: 90404

3. Nature of conveyance: [X] Security Agreement [X] Corporation-State Delaware

[X] Corporation-State California

If assignee is not domiciled in the United States, a domestic representative design is attached: [ ] Yes [ ] No

Execution Date:

4. Application number(s) or patent number(s): A. Trademark Application No.(s) 575292 See attached Schedule A

B. Trademark Registration No.(s) See attached Schedule A

Additional numbers attached? [X] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Brobeck, Phleger & Harrison LLP Internal Address: Attn: Denise Hinds Street Address: 550 South Hope St. City: Los Angeles State: CA ZIP: 90404

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 190.00 [X] Enclosed [ ] Authorized to be charged to deposit account

8. Deposit account number: n/a

(Attach duplicate copy of this page if paying by deposit account)

10/12/2001 BYRNE 00000184 575292 01 FC:481 40.00 OP 02 FC:482 150.00 OP

DO NOT USE THIS SPACE

3. 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.

Denise Hinds Name of Person Signing

Denise Hinds Signature

9/25/01 Date

Total number of pages including cover sheet, attachments, and document: 27

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assnments

# SCHEDULE A

## Trademarks of Borrower

### Common Law Marks

<u>Trademark</u>	<u>First Use</u>	<u>Goods/Services</u>	<u>Country</u>
RemoteVu	July 1998	Packet video/data feature -- computer networking hardware and software	United States

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### Pending Applications

<u>Mark</u>	<u>Appl. Ser. No.</u>	<u>Filing Date</u>	<u>Country</u>
Codex	5752/92	14AU1992	Malaysia
Codex	5524/87	28AP1987	Venezuela
Codex	5525/87	28AP1987	Venezuela
Codex	5526/87	28AP1987	Venezuela
Vanguard	2116341	21NO1997	Argentina
Vanguard	1015689	14MY1999	Canada
Vanguard	16908/97	28NO1997	Hong Kong
Vanguard	775333	24OC1997	India
Vanguard	9715428	28OC1997	Malaysia
Vanguard	316724	08DE1997	Mexico

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## Pending Applications

<u>Mark</u>	<u>Appl. Ser. No.</u>	<u>Filing Date</u>	<u>Country</u>
Vanguard	327773	17DE1997	Portugal
Vanguard	97718699	05DE1997	Russian Federation
Vanguard	2127052	19NO1997	Spain
Vanguard	97/024862	08DE1997	Venezuela
Vanguard Unity	75/733084	21JE1997	United States

## Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
Codex	1435797	30AP1993	Argentina
Codex	A386031	11JA1983	Australia
Codex	163709	17AP1996	Austria
Codex	458389	26JA1989	Benelux
Codex	813804230	23NO1993	Brazil
Codex	427675	13JE1994	Chile
Codex	128759	12JE1990	Colombia

## Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
Codex	179079	24AU1994	Czech Republic
Codex	VR101231992	06NO1992	Denmark
Codex	DNPI005594	01FE1994	Ecuador
Codex	1476936	11JL1988	France
Codex	874091	12JE1988	Germany
Codex	B897144	14JL1966	Great Britain
Codex	90689	19JL1993	Greece
Codex	B2652	23AP1987	Hong Kong
Codex	137282	17DE1992	Hungary
Codex	490690	06MY1988	India
Codex	304362	19AU1992	Indonesia
Codex	128435	14JL1988	Ireland
Codex	66172	24AP1987	Israel
Codex	0534851	14AU1968	Italy

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(FCDL011.DOC)

TRADEMARK  
REEL: 002381 FRAME: 0812

## Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
Codex	3102943	26DE1995	Japan
Codex	3171570	28JE1996	Japan
Codex	307389	01DE1983	Mexico
Codex	B171703	22AP1987	New Zealand
Codex	152537	01OC1992	Norway
Codex	005152	20JL1995	Peru
Codex	84286	27JA1993	Poland
Codex	241317	05AU1991	Portugal
Codex	123523	12FE1993	Russian Federation
Codex	B2044/87	04MY1987	Singapore
Codex	355980	16AP1987	Switzerland
Codex	KOR7081	25NO1992	Thailand
Codex	107880	30JE1988	Turkey
Codex	255529	24FE1995	Uruguay

## Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
Codex	812061	02AU1966	United States
Codex & Design	59942	31JA1995	Philippines
MPRouter	434817	21OC1994	Canada
MPRouter	93486462	06OC1993	France
MPRouter	2087470	15DE1994	Germany
MPRouter	3190222	30AU1996	Japan
MPRouter	3333220	18JL1997	Japan
MPRouter	2,070,124	10JU1997	United States
MPRouter & Design	2,047,538	25MR1997	United States
MPRouting	439841	24FE1995	Canada
MPRouting	93486840	08OC1993	France
MPRouting	2073040	20SE1993	Germany
Modulus	384481	17MY1991	Canada
Modulus	3194646	30SE1996	Japan

## Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
Netlook	1399964	29SE1989	Great Britain
Netmind	1399973	29SE1989	Great Britain
Netminder	1434367	02AU1990	Great Britain
Netshield	1399960	29SE1989	Great Britain
Vanguard	751977	02JA1998	Australia
Vanguard	619583	27OC1997	Benelux
Vanguard	210486	23JL1998	Colombia
Vanguard	1481274	28JA2000	Community Trademark
Vanguard	221691	3AP1998	Czech Republic
Vanguard	VR053181997	12DE1997	Denmark
Vanguard	97703966	13NO1997	France
Vanguard	39750639	23OC1997	Germany
Vanguard	135370	Dec. 9, 1997	Greece
Vanguard	456270	16AP1999	Indonesia
Vanguard	115511	27OC1997	Israel

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## Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
Vanguard	00785716	04AU1999	Italy
Vanguard	044342	23MR1998	Peru
Vanguard	2181099	09DE1997	Poland
Vanguard	0478797	12OC2000	South Korea
Vanguard	KOR88788	22OC1997	Thailand
Vanguard	1,984,735	02JL1996	United States
Vanguard	4000268	09MY1997	Japan
Vanguard & Design & Katakana	1471892	31JL1981	Japan
Vanguard Unity	1485780	07DE2000	China P.R.
Vanguard Unity	128698	24JE1999	Israel
Vanguard Unity	661050	27JE2000	Mexico
Vanguard Unity	00057545	22SE1999	Peru
Vanguard Unity	T99/65522	24JE1999	Singapore
Wanvisible	1,938,976	28NO1995	United States

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of August 31, 2001, is entered into between **VANGUARD MANAGED SOLUTIONS, LLC**, a Delaware limited liability company ("Borrower"), and **FOOTHILL CAPITAL CORPORATION**, a California corporation ("Secured Party"), with reference to the following:

**WHEREAS**, Borrower beneficially owns the Trademarks specified on Schedule A attached hereto (or any addendum thereto);

**WHEREAS**, Borrower and Secured Party are, contemporaneously herewith, entering into that certain Loan and Security Agreement (the "Loan Agreement"); and

**WHEREAS**, to induce Secured Party to make the financial accommodations provided to Borrower pursuant to the Loan Agreement, Borrower desires to pledge, grant, transfer, and assign to Secured Party a security interest in the Trademark Collateral (as defined below) to secure the Secured Obligations, as provided herein.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, representations, and warranties set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" shall have the meaning ascribed to such term in the preamble of this Agreement.

"Borrower" shall have the meaning ascribed to such term in the preamble of this Agreement.

"Loan Agreement" shall have the meaning ascribed to such term in the recitals to this Agreement.

"Proceeds" shall mean whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as defined at Code section 9-102(a)(64), and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Borrower, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Borrower from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to

Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” shall mean the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” shall mean, with respect to Borrower, all liabilities, obligations, or undertakings owing by Borrower to Secured Party of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, any of the other Loan Documents, or this Agreement, irrespective of whether for the payment of money, direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorneys’ fees), and expenses which Borrower is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Secured Party” shall have the meaning ascribed to such term in the preamble of this Agreement.

“Trademark Collateral” shall have the meaning ascribed to such term in Section 2.

“Trademarks” shall have the meaning ascribed to such term in Section 2.

“United States” and “U.S.” shall each mean the United States of America.

(b) Terms Defined in Code. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the Code.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Loan Agreement that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Borrower and supplemental rights and remedies in favor of Secured Party (whether under federal law or applicable California law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Loan Agreement.

## 2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, Borrower hereby grants, assigns, transfers and conveys to Secured Party a continuing security interest in all of Borrower's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Borrower, and all registrations and recordings thereof, and all applications filed or to

be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including, without limitation, any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Borrower's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

The foregoing notwithstanding, the "Trademark Collateral" shall not include any General Intangibles that are now or hereafter held by Borrower as licensee, in the event that: (a) as a result of the grant of a security interest therein, Borrower's rights in or with respect to such asset would be forfeited or would become terminable, or if Borrower would be deemed to have breached or defaulted under the applicable license or other agreement; and (b) any such restriction is effective and enforceable under applicable law; provided, however, that the term "Trademark Collateral" shall include (1) any and all proceeds of such assets, and (2) such assets at any time that the restrictions in the license or other agreement are no longer effective and enforceable or at any time that the applicable licensor or other applicable party's consent is obtained to the grant of a security interest in and to such asset in favor of Secured Party.

(b) Continuing Security Interest. Borrower hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Loan Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(d) Licenses. Anything in the Loan Agreement or this Agreement to the contrary notwithstanding, so long as no Event of Default has occurred or is continuing, Borrower may license to any other Person the Trademark Collateral on a non-exclusive basis

(subject to the security interest of Secured Party therein) in the ordinary course of business consistent with past practice.

3. Further Assurances: Appointment of Secured Party as Attorney-in-Fact.

Borrower at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance reasonably satisfactory to Secured Party, and take any and all action which Secured Party, in the exercise of its Permitted Discretion, may request from time to time to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in, the Trademark Collateral held by Secured Party and to accomplish the purposes of this Agreement. If Borrower refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in accordance with the foregoing, Secured Party shall have the right, in the name of Borrower, or in the name of Secured Party or otherwise, without notice to or assent by Borrower, and Borrower hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as Borrower's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Borrower on all or any of such documents or instruments and perform all other acts that Secured Party in the exercise of its Permitted Discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Secured Party and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Borrower, which Secured Party, in the exercise of its Permitted Discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18; provided, however, that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed and Secured Party's obligation to extend credit under the Loan Agreement is terminated.

4. Representations and Warranties. Borrower represents and warrants to Secured Party, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of the existing Trademarks of Borrower that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar

trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Borrower.

(b) Trademarks Subsisting. Each of the Trademarks of Borrower listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Borrower's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Borrower has rights in and good and defensible title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, Borrower is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder and other than Permitted Liens), including licenses, registered user agreements and covenants by Borrower not to sue third persons, and (iii) with respect to any Trademarks for which Borrower is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Borrower is not in material default of any of its obligations thereunder and, (i) other than the parties to such licenses or licensing agreements, or (ii) in the case of any non-exclusive license or license agreement entered into by Borrower or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Borrower or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral. To the best of Borrower's knowledge, the past, present and contemplated future use of the Trademark Collateral by Borrower has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(d) No Infringement. To the best of Borrower's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Borrower has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(e) Powers. Borrower has the unqualified right, power and authority to pledge and to grant to Secured Party security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, Borrower agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Secured Party written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks and the Trademark Collateral, including any petition under the

Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Borrower is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Borrower shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and the Borrower shall give to Secured Party prompt notice thereof. Borrower shall do all things reasonably deemed necessary by Secured Party in the exercise of its Permitted Discretion to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party in such future acquired Trademark Collateral. If Borrower refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in connection herewith, Borrower hereby authorizes Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Borrower's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Secured Party. Notwithstanding any provision contained in this Agreement, Secured Party shall not have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Borrower or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party hereunder or in connection herewith, Secured Party shall not have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Secured Party shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Borrower hereby agrees that such rights and remedies include the right of Secured Party as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to Code Section 9-610. Borrower hereby agrees that Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Secured Party's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Borrower in which Secured Party has a security interest, including Secured Party's rights to sell inventory, tooling or packaging which is acquired by Borrower (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be

obligated to bring suit, or to take such other action as Secured Party, in the exercise of its Permitted Discretion, deems necessary, in the name of Borrower or Secured Party, to enforce or protect any of the Trademark Collateral, in which event Borrower shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party necessary to such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral, the Borrower, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and, for that purpose, agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Borrower and Secured Party and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States of America and the laws of the State of California.

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Secured Party may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

16. Loan Agreement. Borrower acknowledges that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby



are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Borrower acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Borrower agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. Borrower agrees that, to the extent of any conflict between the provisions of this Agreement and the Loan Agreement, the provisions of the Loan Agreement shall govern.



18. Termination. Upon the payment and performance in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by Borrower, at Borrower's expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

19. Release of Collateral. Upon any sale, license or other disposition of assets of Borrower constituting Trademark Collateral permitted under the Loan Documents, the security interest and other rights granted hereunder with respect to such Trademark Collateral shall be automatically terminated and released, and Secured Party, at the request of Borrower, will execute and deliver to Borrower the proper instruments (including Code termination statements) acknowledging the release of Secured Party's security interest in such Trademark Collateral and will file such instruments with the PTO as may be necessary to evidence the release of Secured Party's security interest in such Trademark Collateral.

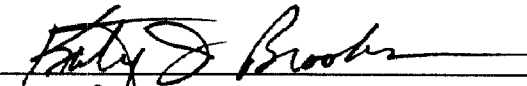

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**VANGUARD MANAGED SOLUTIONS, LLC,**  
a Delaware limited liability company

By:   
Title: 

**FOOTHILL CAPITAL CORPORATION,**  
a California corporation

By:   
Title: 

# SCHEDULE A

## Trademarks of Borrower

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# SCHEDULE A

## Trademarks of Borrower

### Common Law Marks

<u>Trademark</u>	<u>First Use</u>	<u>Goods/Services</u>	<u>Country</u>
RemoteVu	July 1998	Packet video/data feature – computer networking hardware and software	United States

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### Pending Applications

<u>Mark</u>	<u>Appl. Ser. No.</u>	<u>Filing Date</u>	<u>Country</u>
Codex	5752/92	14AU1992	Malaysia
Codex	5524/87	28AP1987	Venezuela
Codex	5525/87	28AP1987	Venezuela
Codex	5526/87	28AP1987	Venezuela
Vanguard	2116341	21NO1997	Argentina
Vanguard	1015689	14MY1999	Canada
Vanguard	16908/97	28NO1997	Hong Kong
Vanguard	775333	24OC1997	India
Vanguard	9715428	28OC1997	Malaysia
Vanguard	316724	08DE1997	Mexico

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## Pending Applications

<u>Mark</u>	<u>Appl. Ser. No.</u>	<u>Filing Date</u>	<u>Country</u>
Vanguard	327773	17DE1997	Portugal
Vanguard	97718699	05DE1997	Russian Federation
Vanguard	2127052	19NO1997	Spain
Vanguard	97/024862	08DE1997	Venezuela
Vanguard Unity	75/733084	21JE1997	United States

## Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
Codex	1435797	30AP1993	Argentina
Codex	A386031	11JA1983	Australia
Codex	163709	17AP1996	Austria
Codex	458389	26JA1989	Benelux
Codex	813804230	23NO1993	Brazil
Codex	427675	13JE1994	Chile
Codex	128759	12JE1990	Colombia

## Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
Codex	179079	24AU1994	Czech Republic
Codex	VR101231992	06NO1992	Denmark
Codex	DNPI005594	01FE1994	Ecuador
Codex	1476936	11JL1988	France
Codex	874091	12JE1988	Germany
Codex	B897144	14JL1966	Great Britain
Codex	90689	19JL1993	Greece
Codex	B2652	23AP1987	Hong Kong
Codex	137282	17DE1992	Hungary
Codex	490690	06MY1988	India
Codex	304362	19AU1992	Indonesia
Codex	128435	14JL1988	Ireland
Codex	66172	24AP1987	Israel
Codex	0534851	14AU1968	Italy

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**TRADEMARK**  
**REEL: 002381 FRAME: 0830**

## Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
Codex	3102943	26DE1995	Japan
Codex	3171570	28JE1996	Japan
Codex	307389	01DE1983	Mexico
Codex	B171703	22AP1987	New Zealand
Codex	152537	01OC1992	Norway
Codex	005152	20JL1995	Peru
Codex	84286	27JA1993	Poland
Codex	241317	05AU1991	Portugal
Codex	123523	12FE1993	Russian Federation
Codex	B2044/87	04MY1987	Singapore
Codex	355980	16AP1987	Switzerland
Codex	KOR7081	25NO1992	Thailand
Codex	107880	30JE1988	Turkey
Codex	255529	24FE1995	Uruguay

## Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
Codex	812061	02AU1966	United States
Codex & Design	59942	31JA1995	Philippines
MPRouter	434817	21OC1994	Canada
MPRouter	93486462	06OC1993	France
MPRouter	2087470	15DE1994	Germany
MPRouter	3190222	30AU1996	Japan
MPRouter	3333220	18JL1997	Japan
MPRouter	2,070,124	10JU1997	United States
MPRouter & Design	2,047,538	25MR1997	United States
MPRouting	439841	24FE1995	Canada
MPRouting	93486840	08OC1993	France
MPRouting	2073040	20SE1993	Germany
Modulus	384481	17MY1991	Canada
Modulus	3194646	30SE1996	Japan



## Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
Netlook	1399964	29SE1989	Great Britain
Netmind	1399973	29SE1989	Great Britain
Netminder	1434367	02AU1990	Great Britain
Netshield	1399960	29SE1989	Great Britain
Vanguard	751977	02JA1998	Australia
Vanguard	619583	27OC1997	Benelux
Vanguard	210486	23JL1998	Colombia
Vanguard	1481274	28JA2000	Community Trademark
Vanguard	221691	3AP1998	Czech Republic
Vanguard	VR053181997	12DE1997	Denmark
Vanguard	97703966	13NO1997	France
Vanguard	39750639	23OC1997	Germany
Vanguard	135370	Dec. 9, 1997	Greece
Vanguard	456270	16AP1999	Indonesia
Vanguard	115511	27OC1997	Israel

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01(FCDL011.DOC)

TRADEMARK  
REEL: 002381 FRAME: 0833

## Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
Vanguard	00785716	04AU1999	Italy
Vanguard	044342	23MR1998	Peru
Vanguard	2181099	09DE1997	Poland
Vanguard	0478797	12OC2000	South Korea
Vanguard	KOR88788	22OC1997	Thailand
Vanguard	1,984,735	02JL1996	United States
Vanguard	4000268	09MY1997	Japan
Vanguard & Design & Katakana	1471892	31JL1981	Japan
Vanguard Unity	1485780	07DE2000	China P.R.
Vanguard Unity	128698	24JE1999	Israel
Vanguard Unity	661050	27JE2000	Mexico
Vanguard Unity	00057545	22SE1999	Peru
Vanguard Unity	T99/65522	24JE1999	Singapore
Wanvisible	1,938,976	28NO1995	United States

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