

10-25-2001



101886585

HEET

Y

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

1. Name of conveying party(ies):

Para-Protect Services, Inc. 10-17-01

- Individual(s)
 - General Partnership
 - Corporation-State
 - Other
 - Association
 - Limited Partnership
- 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 ~~HC150~~ HA155
Street Address: 3003 Tasman Drive
City: Santa Clara State: Ca ZIP: 95054

- 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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: September 27, 2001

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

A. Trademark Application No.(s)		
75,880,700	2,406,264	2,414,019
75,879,820	2,406,263	2,459,521
75,879,819	2,406,262	2,459,520
2,346,119	2,406,261	
2,404,299	2,406,260	
2,406,265	2,406,259	

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 ~~HC150~~ HA155

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41):s 390
 Enclosed

Authorized to be charged to deposit account

Street Address: 3003 Tasman Dr.

8. Deposit account number:

City: Santa Clara State: Ca ZIP: 95054

(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

10/3/01
Date

Total number of pages comprising cover sheet:

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 27, 2001 by and between **SILICON VALLEY BANK** ("Bank") and **PARA-PROTECT SERVICES, 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 September 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


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.

GRANTOR:

Address of Grantor:

PARA-PROTECT SERVICES, INC.

5870 TRINITY PARKWAY

By: 

CENTREVILLE, VA 20120

Title: CFO

Attn: JOE RAGAN

BANK:

Address of Bank:

SILICON VALLEY BANK

11600 Sunrise Valley Drive
Suite 400
Reston, VA 20190

By: _____

Title: _____

Attn: _____

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.

GRANTOR:

Address of Grantor:

PARA-PROTECT SERVICES, INC.

By: _____

Title: _____

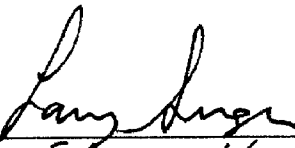
Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

11600 Sunrise Valley Drive
Suite 400
Reston, VA 20190

By: 
Title: SENIOR VICE PRESIDENT

Attn: LARRY SINGER

EXHIBIT A
COPYRIGHTS

DESCRIPTION

**REGISTRATION/
APPLICATION NUMBER**

**REGISTRATION/
APPLICATION DATE**

EXHIBIT B

PATENTS

DESCRIPTION

**REGISTRATION/
APPLICATION NUMBER**

**REGISTRATION/
APPLICATION DATE**

EXHIBIT C
TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
PARA-WATCH	75,880,700	December 23, 1999
INFORMATION PROTECTION AROUND THE CLOCK AROUND THE GLOBE	75,879,820	December 24, 1999
PARA-FORCE	75,879,819	December 24, 1999
PARA-PROTECT	2,346,119	April 25, 2000
PARA-ENGINEERING	2,404,299	November 14, 2000
PARA-ASSESS	2,406,265	November 21, 2000
STATE OF THE HACK	2,406,264	November 21, 2000
PARA-CERT	2,406,263	November 21, 2000
PARA-SECURE	2,406,262	November 21, 2000
PARA-POLICY	2,406,261	November 21, 2000
PARA-ALARM	2,406,260	November 21, 2000
PARA-PROBE	2,406,259	November 21, 2000
PARA-SENTINEL	2,414,015	December 19, 2000
ABSOLUTE STATE-OF-THE-HACK	2,459,521	June 12, 2001
PARA-PROTECT	2,459,520	June 12, 2001

EXHIBIT D
MASK WORKS

DESCRIPTION

**REGISTRATION/
APPLICATION NUMBER**

**REGISTRATION/
APPLICATION DATE**