

12-04-2001



FORM PTO-1594
(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101907653

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

15-4-01

1. Name of conveying party(ies):
 CLEARCUBE TECHNOLOGY, INC.
 Individual(s) citizenship:
 Association:
 General Partnership:
 Limited Partnership:
 Corporation - State: DELAWARE
 Other:
 Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies):
 Name: COMERICA BANK-CALIFORNIA
 Address: 226 AIRPORT PARKWAY
 City: SAN JOSE State: CA Zip: 95110
 Individual(s) citizenship:
 Association:
 General Partnership:
 Limited Partnership:
 Corporation - State:
 Other:

3. Nature of Conveyance:
 [] Assignment [] Merger
 [X] Security Agreement [] Change of Name
 [] Other
 Execution Date: October 5, 2001

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 [X] No

4. Application number(s) or trademark number(s):
 A. Trademark Application No.(s)
 76/038,591 76/036,685
 Additional numbers attached? [] Yes [X] No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Erin O'Brien
 Internal Address: GRAY CARY WARE & FREIDENRICH
 4365 Executive Drive, Suite 1100
 San Diego, CA 92121-2133

6 Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00
 [X] 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.
 Erin O'Brien December 3, 2001
 Name of Person Signing Signature Date
 Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:
 U.S. Patent and Trademark Office, Office of Public Records
 1213 Jefferson Davis Highway, 3rd Floor
 Arlington, VA 22202

12/05/2001 DBYRNE 00000021 76038591
 01 FC:481 40.00 OP
 02 FC:482 25.00 OP

GT6262279.1
 1090371-965600

TRADEMARK
 REEL: 002401 FRAME: 0896

EXHIBIT A

Copyrights

Registration
Number

Registration
Date

ption

EXHIBIT B

Patents

Description	Patent Number	Issue Date
Technique to facilitate the independent bi-directional data transmission on a single amplitude modulated carrier	6,148,182	11/14/00
Computer network having multiple remotely located human interfaces sharing a common computing system	6,119,146	09/12/00
Computer system with remotely located interface where signals are encoded at the computer system, transferred through a 4-wire cable, and decoded at the interface	6,038,616	03/14/00
Technique to encode multiple digital data streams in limited bandwidth for transmission in a single medium	6,037,884	03/14/00
Analog technique to detect asymmetric radio frequency pulses	6,020,839	02/01/00
Computer network having commonly located computing systems	6,012,101	01/04/00
Narrow band-pass interferometric filter having enhanced operational characteristics	5,994,952	11/30/99
Method and apparatus for enabling the transmission of multiple wide bandwidth electrical signals	5,966,056	10/12/99
Video data transmission and display system and associated methods for encoding, decoding, synchronization information and video data	5,926,172	07/20/99

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Clearcube Technology	76/038,591	04/27/00
Clearcube	76/036,685	04/27/00

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 5, 2001 by and between COMERICA BANK-CALIFORNIA ("Bank") and CLEARCUBE TECHNOLOGY, INC., a Delaware corporation formerly known as INT Labs, Inc. ("Grantor").

RECITALS

A. Bank 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 Bank 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). 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 and Patents 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 and under all other agreements now existing or hereafter arising between Grantor and Bank, 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 and Trademarks listed on Schedules 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 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 Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, 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 rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

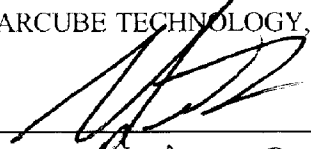
GRANTOR:

CLEARCUBE TECHNOLOGY, INC.

Address of Grantor:

8834 Capital of Texas Highway N. Suite 140
Austin, TX 78759

Attn: Chief Executive Officer

By:  _____

Title: CEO

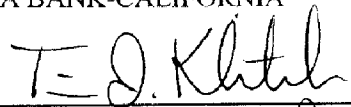
BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

By:  _____

Title: First Vice President

EXHIBIT A

Copyrights

Registration
Number

Registration
Date

Description

Gray Cary\PA\10172266.2
1090371-965600

TRADEMARK
REEL: 002401 FRAME: 0902

EXHIBIT B

Patents

Description	Patent Number	Issue Date
Technique to facilitate the independent bi-directional data transmission on a single amplitude modulated carrier	6,148,182	11/14/00
Computer network having multiple remotely located human interfaces sharing a common computing system	6,119,146	09/12/00
Computer system with remotely located interface where signals are encoded at the computer system, transferred through a 4-wire cable, and decoded at the interface	6,038,616	03/14/00
Technique to encode multiple digital data streams in limited bandwidth for transmission in a single medium	6,037,884	03/14/00
Analog technique to detect asymmetric radio frequency pulses	6,020,839	02/01/00
Computer network having commonly located computing systems	6,012,101	01/04/00
Narrow band-pass interferometric filter having enhanced operational characteristics	5,994,952	11/30/99
Method and apparatus for enabling the transmission of multiple wide bandwidth electrical signals	5,966,056	10/12/99
Video data transmission and display system and associated methods for encoding/decoding synchronization information and video data	5,926,172	07/20/99

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Clearcube Technology	76/038,591	04/27/00
Clearcube	76/036,685	04/27/00

Gray Cary\PA\10172266.2
1090371-965600