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

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

1. Name of conveying party(ies): Nexverse Networks, Inc. fka Softswitch Enterprises, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Delaware Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Comdisco, Inc. Internal Address: Street Address: 6111 North River Road City: Rosemont State: IL Zip: 61111 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: 11/27/01

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/645,245 75/916,926 B. Trademark Registration No.(s) Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Murphy Sheneman Julian & Rogers Internal Address: Attn: Darlene L. Haun Street Address: 101 California Street Suite 3900 City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ 1500 [] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 20-0052



01-16-2002

U.S. Patent & TMO/TM Mail Rpt. Dt. #40

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9. Signature. [Signature: Christine E Wilson] [Signature: Darlene L. Haun] Name of Person Signing: Darlene L. Haun Signature: [Signature] Date: 1/14/01

Total number of pages including cover sheet, attachments, and document: 10

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

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01/28/2002 6TOM11 00000193 200052 76645245

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 27, 2001, by and between COMDISCO, a Delaware corporation ("Lender"), and SOFTSWITCH ENTERPRISES, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (collectively, the "Loan") 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 not defined herein are used as defined in the Loan Agreement. Lender is willing to make the Loan 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.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a first priority 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 Collateral including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached 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 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 rights for which Grantor, as of the date hereof, has registered or filed an application for registration with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

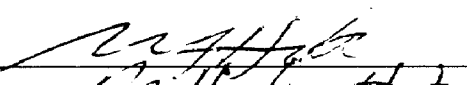
This Agreement may be executed in counterparts which, taken together, shall constitute one and same agreement.

[Signature Page Follows]

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:

SOFTSWITCH ENTERPRISES, INC.

By: 
Name: William H. T. F.
Title: President

Address:
Softswitch Enterprises, Inc.
926 Rock Ave.
San Jose, CA 95131
Attn: Amit Chawla
facsimile: (408) 943-0601

LENDER:

COMDISCO, INC.

By: _____
Name: _____
Title: _____

Address:
Comdisco, Inc.
Legal Department
6111 North River Road
Rosemont, IL 60018
Attention: General Counsel
Facsimile: (847) 518-5088

With a copy to:
Comdisco, Inc.
100 Hamilton Avenue, Suite 104A
Palo Alto, CA 94301
Atten: Victor Hanna
Facsimile: (650) 473-0204

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:

SOFTSWITCH ENTERPRISES, INC.

By: _____

Name: _____

Title: _____

Address:
Softswitch Enterprises, Inc.
926 Rock Ave.
San Jose, CA 95131
Attn: Amit Chawla
facsimile: (408) 943-0601

LENDER:

COMDISCO, INC.

By:  _____

Name: Victor Hanna

Title: Managing Director
Comdisco Ventures

Address:
Comdisco, Inc.
Legal Department
6111 North River Road
Rosemont, IL 60018
Attention: General Counsel
Facsimile: (847) 518-5088

With a copy to:
Comdisco, Inc.
100 Hamilton Avenue, Suite 104A
Palo Alto, CA 94301
Atten: Victor Hanna
Facsimile: (650) 473-0204

EXHIBIT A

COPYRIGHTS

Grantor has no registered copyrights as of the date hereof.

EXHIBIT B

PATENTS

1. "System and Protocol for Integrating Multiple Signaling and Media-Control Protocols in an IP Telephony System" -- application serial number 09/464,268 filed with the United States Patent and Trademark Office ("PTO") on December 17, 1999
2. "System and Method for Reliable Recovery from Switch Failure" -- application serial number 09/954,599 filed with the PTO on Sept 12, 2001.

EXHIBIT C

TRADEMARKS

1. Trademark/Service Mark Application for "IPVERSE" Serial No. 75/645,245 filed with the PTO on February 22, 1999.
2. Trademark/Service Mark Application for "CONTROL SWITCH" Serial No. 75/916,926 filed with the PTO on February 10, 2000.

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "SOFTSWITCH ENTERPRISES, INC.", CHANGING ITS NAME FROM "SOFTSWITCH ENTERPRISES, INC." TO "NEXVERSE NETWORKS, INC.", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF DECEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1497308

DATE: 12-12-01

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**CERTIFICATE OF AMENDMENT OF
CERTIFICATE OF INCORPORATION OF
SOFTSWITCH ENTERPRISES, INC.**

SOFTSWITCH ENTERPRISES, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY:

FIRST: The name of the Corporation is **SOFTSWITCH ENTERPRISES, INC.**

SECOND: The date on which the Certificate of Incorporation of the Corporation was originally filed with the Secretary of State of the State of Delaware is October 18, 2001.

THIRD: The Board of Directors of the Corporation, acting in accordance with the provisions of Sections 141 and 242 of the General Corporation Law of the State of Delaware, adopted resolutions amending its Certificate of Incorporation as follows:

Article I shall be amended and restated to read in its entirety as follows:

"The name of this corporation is "NexVerse Networks, Inc. (the "Corporation")."

FOURTH: Thereafter pursuant to a resolution of the Board of Directors, this Certificate of Amendment was submitted to the stockholders of the Corporation for their approval, and was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by its Chief Executive Officer and attested to by its Secretary this 11th day of December, 2001.

SOFTSWITCH ENTERPRISES, INC.

By: 
Amit Chewla, Chief Executive Officer

ATTEST:


James F. Fulton, Jr., Secretary

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