

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

101974471

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

<p>1. Name of conveying party(ies): NexVerse Networks, Inc. formerly known as Softswitch Enterprises, Inc.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Delaware <i>1-22-02</i> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Comerica Bank-California</u> Internal Address: _____ Street Address: <u>226 Airport Parkway</u> City: <u>San Jose</u> State: <u>CA</u> Zip: <u>95110</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>California banking</u> <input type="checkbox"/> Other _____ <u>corporation</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No <u>-n/a</u> (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>November 27, 2001</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>(1) 75/645,245</u> <u>and (2) 75/916,926</u></p>	<p>B. Trademark Registration No.(s) _____</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Kristin Yokomoto</u> Internal Address: <u>415-227-3501</u> _____ _____ Street Address: <u>333 Market Street,</u> <u>29th Floor</u> City: <u>San Francisco</u> CA Zip: <u>94123</u></p>	<p>6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">2</span></p> <p>7. Total fee (37 CFR 3.41).....\$ _____ <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
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DO NOT USE THIS SPACE

9. Signature.

Kristin Yokomoto      *Kristin Yokomoto*      December 21, 2001  
Name of Person Signing      Signature      Date

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

02/05/2002 GT0N11 00000246 75645245

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 27, 2001, by and between COMERICA BANK-CALIFORNIA, a California banking corporation, successor by merger to Imperial Bank ("Bank"), and SOFTSWITCH ENTERPRISES, INC., a Delaware corporation ("Grantor").

## RECITALS

A. Bank 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 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 not defined herein are used as defined in the Loan Agreement. Bank is willing to make the Loan 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 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 Bank a first priority 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 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 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.

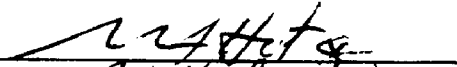
This Agreement may be executed in counterparts which, taken together, shall constitute one and same agreement.

[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: M. Hedger Hat  
Title: President

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

BANK:

COMERICA BANK-CALIFORNIA

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

Address:  
Comerica Bank - California  
226 Airport Parkway  
San Jose, CA 95110-1024  
Phone No: (650) 213-1702  
Fax No: (650) 213-1710  
Attention: James M. Petroff

[Signature Page to Intellectual Property Security Agreement]

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:

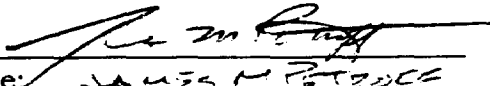
SOFTSWITCH ENTERPRISES, INC.

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

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

BANK:

COMERICA BANK-CALIFORNIA

By:   
Name: JAMES M PETROFF  
Title: CEO

Address:  
Comerica Bank - California  
226 Airport Parkway  
San Jose, CA 95110-1024  
Phone No: (650) 213-1702  
Fax No: (650) 213-1710  
Attention: James M. Petroff

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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STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 12/11/2001  
010634253 - 3447129

**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 "NexVase 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 11<sup>th</sup> day of December, 2001.

**SOFTSWITCH ENTERPRISES, INC.**

By:   
**Amit Chawla, Chief Executive Officer**

ATTEST:   
**James F. Fulton, Jr., Secretary**

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