

02-06-2002



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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌

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

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

1. Name of conveying party(ies):

Prisa Network, Inc.

2-1-02

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State California  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: December 18, 2001

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: \_\_\_\_\_

Street Address: 201 High Ridge Rd.

City: Stamford State: CT Zip: 01460

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ 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

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

A. Trademark Application No.(s)

Serial No. 78/014197

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Daniel J. Krasner, Esq.

Internal Address: \_\_\_\_\_

Paul, Hastings, Janofsky & Walker, LLP

Street Address: \_\_\_\_\_

555 S. Flower St., 23rd Fl.

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

16-0752

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

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.

Daniel J. Krasner

Name of Person Signing

*Daniel Krasner*

Signature

1/10/02

Date

Total number of pages including cover sheet, attachments, and document: 9

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

TRADEMARK

REEL: 002438 FRAME: 0212

02/05/2002  
MUELLER 00000116 78014197  
01 FC:481

**ATTACHMENT TO RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

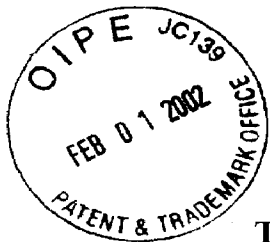
Box 2:

CPQ HOLDINGS, INC.  
550 King Street  
Littleton, Massachusetts 01460  
LKG2-1/T1  
Corporation - State of Incorporation: Delaware

DONALD R. SWORTWOOD TRUST DATED JULY 7, 1995  
6114 Camino de la Costa  
La Jolla, California 92037

LETITIA H. SWORTWOOD REVOCABLE TRUST #1 DATED SEPTEMBER 16,  
1992  
P.O. Box 2447  
Rancho Santa Fe, California 92067

LA/735878.1



## TRADEMARK SECURITY AGREEMENT

WHEREAS, Prisa Networks, Inc., a California corporation ("Grantor") owns the trademarks, trademark registrations, trademark applications, service marks, service mark registrations and service mark applications listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of even date herewith (as the same may be amended, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, on the one hand, and the persons and entities set forth on Schedule A thereto (each, a "Secured Party" and collectively, the "Secured Parties"), Grantor has granted to the Secured Parties, among other things, a security interest in all of the assets of Grantor including all of the Trademark Collateral (as such term is defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Secured Parties a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trade name, trademark registration, trademark application, service mark, service mark registration and service mark application, including, without limitation, the trade names, trademark registrations, trademark applications, service mark registrations and service mark applications referred to in Schedule 1 annexed hereto and made a part hereof, (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (E) all of Grantor's rights corresponding thereto throughout all the world; and

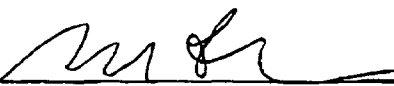
(2) all products and proceeds of the foregoing, including, without limitation, license royalties and proceeds of any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, trademark registration, trademark application, service mark, service mark registration and service mark application including, without limitation, the trade names, trademark registrations, trademark applications, service mark registrations and service mark applications referred to in Schedule 1 annexed hereto and made a part hereof, the trademark registrations and service mark registrations issued with respect to the trademark applications and service

mark applications referred in Schedule 1 and the trademarks and service marks licensed under any trademark or service mark license, or (b) injury to the goodwill associated with any trademark, trademark registration, service mark, service mark registration, or trademark or service mark licensed under any trademark or service mark license.

This security interest is granted in conjunction with the security interests granted to the Secured Parties pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 18th day of December, 2001.

PRISA NETWORKS, INC.

By:   
Name: Marc Friedmann  
Title: President

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
An authorized officer

CPQ HOLDINGS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
An authorized officer

DONALD R. SWORTWOOD TRUST DATED JULY 7, 1995

By: \_\_\_\_\_  
Donald R. Swortwood  
Trustee

LETTITIA H. SWORTWOOD REVOCABLE TRUST #1 DATED SEPTEMBER 16,  
1992

By: \_\_\_\_\_  
Letitia H. Swortwood  
Trustee

[Signature Page to Trademark Security Agreement]

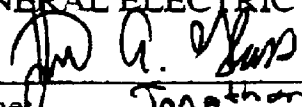
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 18th day of December, 2001.

PRISA NETWORKS, INC.

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

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION

By:   
Name: Jonathan A. Glass  
An authorized officer

CPQ HOLDINGS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
An authorized officer

DONALD R. SWORTWOOD TRUST DATED JULY 7, 1995

By: \_\_\_\_\_  
Donald R. Swortwood  
Trustee

LETITIA H. SWORTWOOD REVOCABLE TRUST #1 DATED SEPTEMBER 16, 1992

By: \_\_\_\_\_  
Letitia H. Swortwood  
Trustee

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 19th day of December, 2001.

PRISA NETWORKS, INC.

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

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
An authorized officer

CPQ HOLDINGS, INC.

By: *Dick Smith*  
Name: DICK SMITH  
An authorized officer

DONALD R. SWORTWOOD TRUST DATED JULY 7, 1995

By: \_\_\_\_\_  
Donald R. Swortwood  
Trustee

LETITIA H. SWORTWOOD REVOCABLE TRUST #1 DATED SEPTEMBER 16, 1992

By: \_\_\_\_\_  
Letitia H. Swortwood  
Trustee

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 18th day of December, 2001.

PRISA NETWORKS, INC.

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

Acknowledged:

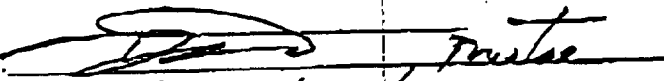
GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
An authorized officer


CPQ HOLDINGS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
An authorized officer

DONALD R. SWORTWOOD TRUST DATED JULY 7, 1995

By:  \_\_\_\_\_  
Donald R. Swortwood  
Trustee

LETITIA H. SWORTWOOD REVOCABLE TRUST #1 DATED SEPTEMBER 16, 1992

By:  \_\_\_\_\_  
Letitia H. Swortwood  
Trustee

[Signature Page to Trademark Security Agreement]



# SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

## Trademarks

Serial No.  
78/014197

Registration No.  
[Pending]