

03-11-2002



FORM PTO-1594  
(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102008486

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

3-11-02

1. Name of conveying party(ies):  
TORNADO DEVELOPMENT, 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: 611 ANTON BOULEVARD, SUITE 100  
City: COSTA MESA: CA Zip: 92626  
  
Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership:  
Corporation - State:  
Other:

3. Nature of Conveyance:  
  
[ ] Assignment [ ] Merger  
[X] Security Agreement [ ] Change of Name  
[ ] 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 [x] No

Execution Date: September 20, 2000

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

A. Trademark Application No.(s)  
76/152,070 76/152,069

B. Trademark Registration No.(s)

Additional numbers attached? [ ] Yes [x] No

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  
Name of Person Signing

*Erin O'Brien*  
Signature

March 8, 2002  
Date

Total number of pages comprising cover sheet: [ 8 ]

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

03/11/2002 6T0N11 00000201 76152070

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

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1030967-909800

TRADEMARK  
REEL: 002457 FRAME: 0660

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 20, 2000 by and between COMERICA BANK – CALIFORNIA (“Bank”) and TORNADO DEVELOPMENT, INC., a California corporation (“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 as of September 15, 1999 (as the same has been and may be amended, modified or supplemented from time to time, including but not limited to pursuant to the Amendment to Loan and Security Agreement of even date herewith, the “Loan Agreement”); capitalized terms used herein are used as defined in the Loan Agreement).

B. 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.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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.

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:

Address of Grantor:

525 South Douglas  
El Segundo, CA 90245

Attn: Jeff Scheinrock

TORNADO DEVELOPMENT, INC.

By: Jeff Scheinrock

Title: CEO

BANK:

COMERICA BANK - CALIFORNIA

Address of Bank:

611 Anton Boulevard, Suite 100  
Costa Mesa, CA 92626-1904

Attn: Bonnie Kehe

By: Bonnie Kehe

Title: SVP / Regional Manager

*but*

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

GI\6199605.1  
1030967-900000

**TRADEMARK**  
**REEL: 002457 FRAME: 0663**

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method & Apparatus Unified Messaging	09/569,646	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LDK	76/036,083	04/27/00
AIM	76/036,082	04/27/00
Lightweight	75/902,923	01/25/00
LWTS	75/861,297	12/01/99
Tornado Messenger	75/856,092	11/22/99
Tornado Development (and design) (design only)	75/855,688 2,227,806	11/22/99 03/02/99
TEMS	75/331,903	07/28/97
VidMail	76/152,070	10/19/00
Tornado Development	76/152,069	10/19/00

4365 Executive Drive, Suite 1100  
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O) 858-638-6717  
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OUR FILE NO. 1030967-909800

March 8, 2002

VIA FEDERAL EXPRESS

U.S. Patent and Trademark Office  
Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

**Re: Grantor: Tornado Development, Inc.**  
**Secured Party: Comerica Bank-California**

Dear Sir or Ms:

Enclosed please find the following documents:

1. Recordation Form Cover Sheet for Trademarks only;
2. Intellectual Property Security Agreement between Tornado Development, Inc. and Comerica Bank-California; and
3. A self-addressed postage paid postcard for your use to indicate your receipt of the enclosed documents.

Also included is a check to cover recordation fees. Please record these documents and return the original Notice of Recordation to me at the above-listed address after the security interest has been recorded.

Sincerely,

**Gray Cary Ware & Freidenrich LLP**



Erin O'Brien, Paralegal  
[eobrien@graycary.com](mailto:eobrien@graycary.com)

epo:  
Enclosures

cc: Mr. Justin Miller (w/enclosures)  
Ms. Bonnie E. Kehe (w/o enclosures)  
Troy Zander, Esq. (w/o enclosures)

Gray Cary\PA\10079241.2  
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