

03-25-2002



FORM PTO-1594  
(Rev 5-93)

102029363

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

3-25-02

3-25-02

1. Name of conveying party(ies):

SOTAS, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

3. Nature of Conveyance:

[ ] Assignment

[ ] Merger

[X] Security Agreement

[ ] Change of Name

[ ] Other

Execution Date: March 18, 2002

2. Name and address of receiving party(ies):

Name: COMERICA BANK-CALIFORNIA

Address: 333 W. SANTA CLARA STREET

City: SAN JOSE State: CA Zip: 95113

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California banking corporation

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)

B. Trademark Registration No.(s)

See attached sheets

See attached sheets

Additional numbers attached? [X] Yes [ ] 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, California 92121-2133

6 Total number of applications and registrations involved: 33

7. Total fee (37 CFR 3.41) . . . . . \$840.00

[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 22, 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

03/25/2002 DBYRNE 00000237 76279103

01 FC:481  
02 FC:482

40.00 OP  
800.00 OP

PA\T0222715.1  
1090371-971800

TRADEMARK  
REEL: 2468 FRAME: 0427

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TRBuilder	76/279,103	07/02/01
Trafficwave	76/258,724	05/17/01
Netsumwave	76/258,714	05/17/01
Detailwave	76/258,711	05/17/01
Redundantwave	76/258,710	05/17/01
Fraudslayer	76/258,239	05/17/01
SOTAS (and design)	76/106,359	08/08/00
SOTAS (and design)	76/105,651	08/08/00
SOTAS (and design)	76/105,549	08/08/00
SOTAS (and design)	76/105,232	08/08/00
SOTAS State of the Art Systems	76/088,824	07/13/00
SOTAS	76/088,823	07/13/00
SOTAS	76/088,063	07/13/00
Assurewave	76/067,064	06/08/00
Auditwave	76/067,063	06/08/00
Repairwave	76/067,062	06/08/00
Valuwave	76/065,910	06/08/00
Monitorwave	75/933,685	03/01/00
Securewave	2,518,597	12/11/01
Assistwave	75/933,682	03/01/00
Sevenwave	75/933,681	03/01/00
Connectwave	75/933,443	03/01/00
Webwave	75/932,472	03/01/00
Safetywave	75/932,471	03/01/00
Callwave	75/903,148	01/26/00

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1090371-971800

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
OSU (and design)	2,295,118	11/30/99
Service Selector (stylized letters)	2,085,110	07/29/97
Circuitselector II (stylized letters)	2,108,457	10/28/97
Ring'nzap	1,979,793	06/11/96
OSU	1,951,205	01/23/96
(Design only)	1,972,595	05/07/96
Stars	1,968,044	04/16/96
Circuitsentry	1,828,091	03/29/94

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 18, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and SOTAS, INC., a Delaware 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 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 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 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 caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

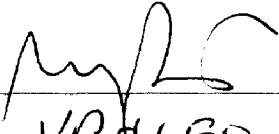
GRANTOR:

SOTAS, INC.

Address of Grantor:

910 Clopper Road  
Gaithersburg, MD 20878

Attn: Chief Executive Officer

By:  \_\_\_\_\_

Title: VP & CFO

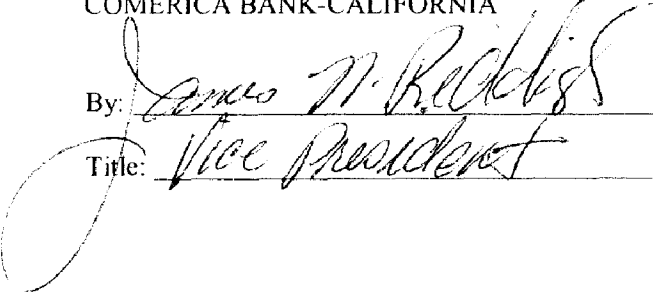
BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

333 West Santa Clara Street  
San Jose, CA 95113

Attn: Corporate Banking Center

By:  \_\_\_\_\_

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
ConnectWave Data Mediation		
Correlation Engine		
Production Reports		
Profiler		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method and apparatus for the monitoring and demarcation of synchronous digital hierarchy networks (communications network device)	5,623,537	04/22/97
Method and apparatus for the monitoring and demarcation of synchronous optical networks	5,355,238	10/11/94

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TRBuilder	76/279,103	07/02/01
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Valuewave	76/065,910	06/08/00
Monitorwave	75/933,685	03/01/00
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Webwave	75/932,472	03/01/00
Safetywave	75/932,471	03/01/00

Gray Cary:PA\10216645.3  
1090371-971800



<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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Circuitselector II (stylized letters)	2,108,457	10/28/97
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(Design only)	1,972,595	05/07/96
Stars	1,968,044	04/16/96
Circuitsentry	1,828,091	03/29/94

Gray Cary\PA\10216645.3  
1090371-971800

**RECORDED: 03/25/2002**

**TRADEMARK  
REEL: 2468 FRAME: 0435**