

05-09-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE: 1

102082753

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 Networks, Inc.

5.2.02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (checked), Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement (checked), 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 (checked), Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (checked) (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No (checked)

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 (checked)

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

Name: Kristopher Hanson

Internal Address:

Brobeck, Phleger & Harrison LLP

Street Address: 12390 El Camino Real

City: San Diego State: CA Zip: 92130

6. Total number of applications and registrations involved:

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

- Enclosed (checked), Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Kristopher Hanson Name of Person Signing

Kristopher Hanson Signature

2-19-02 Date

Total number of pages including cover sheet, attachments, and document: 16

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

05/09/2002 TBIAZI 00000022 78014197

01 FC:481

40.00 DP

TRADEMARK REEL: 002501 FRAME: 0447

ATTACHMENT TO RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Box 2:

CPQ HOLDINGS, INC.
550 King Street
Littleton, MA 01460
Corporation – State of Incorporation: Delaware

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

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

A.C. AND PATRICIA D'AUGUSTINE FAMILY TRUST
2128 Bayhill Drive
Las Vegas, NV 89117

MARC D. FRIEDMANN
168 Solana Point Circle
Solana Beach, CA 92075

JEFFREY NASH
1363 Caminito Batea
La Jolla, CA 92037

SCOTT R. PANCOAST
c/o Western States Investment Company
9191 Towne Center Drive, Suite 310
San Diego, CA 92122

ROSTON ENTERPRISES
2201 Canyonback Road
Los Angeles, CA 90049

LANCE FRIEDMANN
Sierra Leona 789
Lomas de Chapultepec
Mexico D.F. 11000

CLOTFELTER & ASSOCIATES PROFIT SHARING PLAN
P.O. Box 717
Rancho Santa Fe, CA 92067

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

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: [Signature]
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:

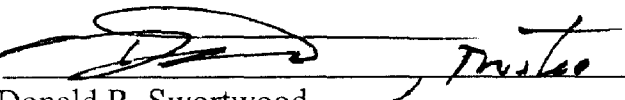
GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
An authorized officer


CPQ HOLDINGS, INC.

By: _____
Name: _____
An authorized officer

DONALD R. SWORTWOOD TRUST DATED JULY 7, 1995

By:  _____, Trustee
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]

A.C. AND PATRICIA D'AUGUSTINE
FAMILY TRUST

By: 

Name: A. C. D'AUGUSTINE

Title: Trustor

Address for Notices:

2128 Bayhill Drive
Las Vegas, NV 89117

MARC D. FRIEDMANN

Address for Notices:

168 Solana Point Circle
Solana Beach, CA 92075

DR. JEFFREY NASH

Address for Notices:

1363 Caminito Batea
La Jolla, CA 92037

SCOTT PANCOAST

Address for Notices:

Western States Investment Company
9191 Towne Centre Drive, Suite #310
San Diego, CA 92101

[Signature Page to Trademark Security Agreement]

A.C. AND PATRICIA D'AUGUSTINE
FAMILY TRUST

By: _____
Name: _____
Title: _____

Address for Notices:

2128 Bayhill Drive
Las Vegas, NV 89117

MARC D. FRIEDMANN



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Solana Beach, CA 92075

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Name: _____
Title: _____

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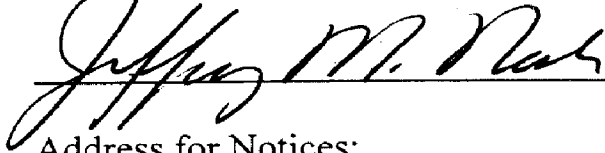
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Las Vegas, NV 89117

MARC D. FRIEDMANN

Address for Notices:

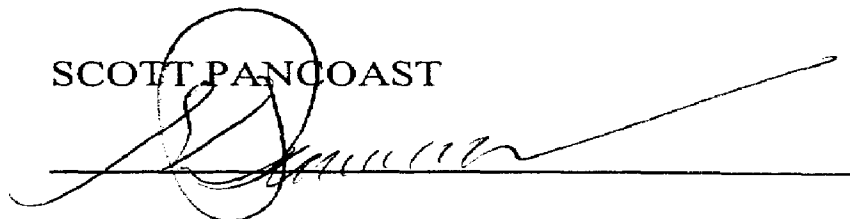
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Solana Beach, CA 92075

DR. JEFFREY NASH

Address for Notices:

1363 Caminito Batea
La Jolla, CA 92037

SCOTT PANCOAST



Address for Notices:

Western States Investment Company
9191 Towne Centre Drive, Suite #310
San Diego, CA 92101

~~DJF HOLDINGS, INC. PROFIT SHARING
PLAN & TRUST~~

~~By: _____
Name: _____
Title: _____~~

~~Address for Notices:~~

~~Dr. Don Fleishli
DJF Holdings
6011 Avenida Cresta
La Jolla, CA 92037~~

ROSTON ENTERPRISES

By: Ellsworth R. Roston
Name: Ellsworth R. Roston
Title: General partner of Roston Enterprises

Address for Notices:

Mr. Ellie Roston
Roston Enterprises
2201 Canyonback Road
Los Angeles, CA 90049


LANCE FRIEDMANN

Address for Notices:

Sierra Leona 789
Lomas de Chapultepec
Mexico D.F. 11000

[Signature Page to Trademark Security Agreement]

CLOTFELTER & ASSOCIATES PROFIT
SHARING PLAN

By: 
Name: TOM CLOTFELTER
Title: CLOTFELTER R.E.G. Profit Sharing Plan

Address for Notices:

P.O. Box 717
Rancho Santa Fe, CA 92067

[Signature Page to Trademark Security Agreement]

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Trademarks

Serial No.
78/014197

Registration No.
[Pending]