



05-30-2002



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

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

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

1. Name of conveying party(ies): **5-23-02**
 Matrix NetSystems, Inc.
 1106 Clayton Lane, Suite 501W
 Austin, TX 78723

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

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

2. Name and address of receiving party(ies)
 Name: Meritage Private Equity Fund, L.P.
 Internal
 Address: c/o John Garrett

Street Address: 1600 Wynkoop Street, Suite 300
 City: Denver State: CO Zip: 80202-5919

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership Delaware
 Corporation-State _____
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 3-29-02 and amended 5-10-02

4. Application number(s) or registration number(s):
 A. Trademark Application No. (s) See attached (1)

B. Trademark Registration No. (s) See attached (8)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Bartlit Beck
 Internal Address: c/o Polly Swartzfager

Street Address: 1899 Wynkoop Street, Suite 800

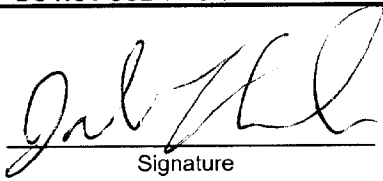
City: Denver State: CO Zip: 80202

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
 John Thornborrow, CFO  May 16, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 17

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

05/29/2002 ANNED1 00000093 2244176
 01 FC:481 40.00 DP
 02 FC:482 200.00 DP

TRADEMARK *From 1 of 4*
 REEL: 002515 FRAME: 0622

Trademarks

Matrix NetSystems, Inc. pledge of security interest to Meritage Private Equity Fund, L.P.

4.A. Trademark Application Nos.:

	<u>Description</u>	<u>Application Number</u>
1.	Matrix Information and Directory Services	Serial No. 76/033,607

4.B. Trademark Registration Nos.:

	<u>Description</u>	<u>Registration Number</u>
2.	MIDS Internet Weather Report	Registration # 2,244,176
3.	Matrix Internet Quality	Registration # 2,435,672
4.	Matrix IQ	Registration # 2,388,456
5.	MIQ	Registration # 2,446,790
6.	Internet Weather Report	Registration # 2,474,812
7.	Matrix Insight	Registration # 2,498,418
8.	"M" and Design (Logo)	Registration # 2,531,888
9.	Matrix.Net	Registration # 2,523,496



AMENDED AND RESTATED

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of May 10, 2002 between Meritage Private Equity Fund, L.P. ("Secured Party") and Matrix NetSystems, Inc., a Delaware corporation ("Grantor"), and amends and restates in its entirety that certain Intellectual Property Security Agreement, dated as of March 29, 2002 (the "Original Agreement") between Secured Party and Grantor.

RECITALS

A. On March 29, 2002, Secured Party advanced money (the "Initial Loan") in the amount of \$500,000 to Grantor, as set forth in that certain Promissory Note between Grantor and Secured Party dated March 29, 2002 (the "Initial Note"), which Initial Note is secured by a security interest in all right, title and interest of Grantor in and to all of Grantor's assets, whether then held or thereafter acquired, including, without limitation, all of Grantor's copyrights, trademarks and patents.

B. As of the date hereof, Secured Party has agreed to advance additional money (the "Additional Loan" and, together with the Initial Loan, the "Loan") in an amount up to \$500,000 to Grantor, and Secured Party and Grantor have agreed to amend and restate the Initial Note to reflect the Additional Loan and to make certain other amendments thereto (the Initial Note, as amended as of the date hereof, and as the same may be further amended, modified or supplemented from time to time with additional Bridge Notes, as defined therein, the "Promissory Note").

C. The making of the Additional Loan by Secured Party is conditioned on, among other things, the amendment and restatement of the Original Agreement to provide security for Grantor's obligations under the Additional Loan.

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 Promissory Note, this Agreement and related security documents (collectively, the "Obligations"), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Security Interest in Intellectual Property. To secure its Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's intellectual property (including without limitation those copyrights, patents, trademarks and service marks and applications therefor listed on Exhibits 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 (collectively, the "Intellectual Property Collateral").

2. Restrictions on Future Licenses. Without Secured Party's prior written consent, Grantor shall not enter into, or become bound by, any license, assignment or similar agreement with respect to the Intellectual Property Collateral which is reasonably likely to have a material impact on Grantor's business or financial condition.

3. New Intellectual Property. Grantor represents and warrants that the copyrights, patents and trademarks and service marks (and applications therefor) listed on Exhibits A, B and C, respectively, constitute all of the copyrights, patents, trademarks, service marks and applications now owned by Grantor. If, before Grantor's Obligations shall have been satisfied in full, Grantor shall (a) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (b) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any existing patent or any improvement on any existing patent, the provisions of this Agreement shall automatically apply thereto and Grantor shall give Secured Party prompt written notice thereof. Grantor hereby authorizes Secured Party, as attorney in fact, to file or refile this Agreement with the United States Patent and Trademark Office.

4. Certain Remedies. If an Event of Default (as such term is defined in the Promissory Note) shall have occurred and be continuing, Secured Party may exercise in respect of the Intellectual Property Collateral, in addition to all other rights and remedies provided for herein or otherwise available to Secured Party, all the rights and remedies of a secured party on default under the Uniform Commercial Code as in effect on the date of this Agreement in the State of Texas, as amended from time to time (the "UCC") (whether or not the UCC applies to the affected Intellectual Property Collateral), and also may, upon prior written notice to Grantor, sell, assign or license, subject to then effective license agreements, at public or private sale or otherwise realize upon for cash, on credit or for future delivery, and at such price or prices and upon such other terms as are commercially reasonable, the whole or from time to time any part of the Intellectual Property Collateral, and after deducting from the proceeds of sale or other disposition of the Intellectual Property Collateral all expenses (including all reasonable expenses for brokers' fees and legal services), apply the initial amount of such proceeds toward the payment of the Obligations of Grantor. Secured Party will return any excess proceeds to Grantor and Grantor shall remain liable to Secured Party for any deficiency. Secured Party's rights and remedies under this Agreement shall be cumulative and not exclusive of any other right or remedy which Secured Party may have.

5. Contingent Assignment. Grantor has executed in blank and delivered to Secured Party an assignment of federally registered trademarks in substantially the form of Appendix 1 to this Agreement (the "Assignment of Trademarks") and an assignment of federally registered patents in substantially the form of Appendix 2 to this Agreement (the "Assignment of Patents"). Grantor hereby authorizes Secured Party to complete as assignee and record with the United States Patent and Trademark Office the Assignment of Trademarks and the Assignment of Patents upon the occurrence and during the continuance of an Event of Default (as such term is defined in the Promissory Note) and the proper exercise of Secured Party's remedies under this Agreement. Upon the occurrence of and during the continuance of an Event of Default, Grantor hereby authorizes the Commissioner of Patents and Trademarks to issue any and all of

Grantor's patents on said inventions and any and all certificates of registration on all Grantor's trademarks to Secured Party as assignee of Grantor's entire interest.

6. Further Assurances. Grantor will execute and deliver to Secured Party from time to time such supplemental assignments or other instruments, including but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Secured Party may require for the purpose of confirming Secured Party's interest in the Intellectual Property Collateral.

7. Term. This Agreement and the security interests granted in this Agreement shall continue and be in full force and effect until the earlier of (a) the expiration of each of the respective copyrights, patents, trademarks, service marks and licenses assigned under this Agreement or (b) the Obligations of Grantor have been paid in full in cash.

8. Waivers. No course of dealing between Grantor and Secured Party nor any failure to exercise nor any delay in exercising, on the part of Secured Party, any right, power or privilege under this Agreement or under the Promissory Note shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

10. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties to this Agreement.

11. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Secured Party, its successors and assigns.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the local laws of the State of Texas, excluding conflict of law principles that would cause the application of laws of any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have cause this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Matrix NetSystems, Inc.

By: 

Name: John Tharborrow

Title: CEO

Address of Grantor:

1106 Clayton Lane, Suite 501W
Austin, Texas 78723

SECURED PARTY:

Meritage Private Equity Fund, L.P.

By: Meritage Investment Partners, LLC

By: 

Name: John R. Garrett

Title: Principal

Address of Secured Party:

1600 Wynkoop Street, Suite 300
Denver, Colorado 80202-5919



EXHIBIT A

Copyrights

The Grantor does not have any registered copyrights, but does copyright certain produced publications. The following is a list of publications with dates that copyrighted material was published.

Matrix News, vol. 1 (1991), 2 (1992),
3 (1993), 4 (1994), 5 (1995), 6 (1996), 7 (1997),
8 (1998), 9 (1999), 10 (2000), 11 (2001)

Matrix Maps Quarterly, vol. 1 (1993);
2 (1994), 3 (1995), 4 (1996), 5 (1997), 6 (1998),
7 (1999), 8 (2000/2001)

EXHIBIT B**Patent Applications**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Attorney Ref. No.</u>
Internet Performance System	Application # - 09/834,333	Application Date: 13 April 2001	DB&R 9674-20US
System for quickly collecting Operational Data for Internet Destinations	Application # - 09/834,662	Application Date: 13 April 2001	DB&R 9674-21US
Tracerouting a List of Internet Hosts	Application # - 09/834,315	Application Date: 13 April 2001	DB&R 9674-23US
Performance Measurement System for Large Computer Network	Application # - 09/929,608	Application Date: 14 August 2001	DB&R 9674-20CI1
Unified Quality Service Index	Application # - 60/351,115	Application Date: January 23, 2002	DB&R 9674-24PX1
MWEB to MPING	Pending	Pending	DB&R 9674-10PX1
Low Latency Internet Routing Using Real Time Network Status Information	Pending	Pending	DB&R 9674-18PX1

EXHIBIT C**Trademarks/Service Marks**

<u>Mark Description</u>	<u>Registration Number</u>	<u>Date Issued</u>	<u>Status</u>
Matrix IQ	2,388,456	19 Sep 2000	Certificate in-house
Matrix Internet Quality	2,435,672	13 Mar 2001	Certificate in-house
MIQ	2,446,790	24 Apr 2001	Certificate in-house
Matrix Insight (SM)	2,498,418	16 Oct 2001	Certificate in-house
MIDS Internet Weather Report	2,244,176	11 May 1999	Certificate in-house
Internet Weather Report	2,474,812	07 Aug 2001	Certificate in-house
Matrix.Net (SM)	2,523,496	25 Dec 2001	Certificate in-house
M and Design	2,531,888	22 Jan 2002	Certificate in-house
Matrix Information and Directory Services	Serial No. 76/033,607 Filed 4/25/00		Pending – Awaiting Registration
Internet Situation Room	Serial No. 76/186,236 Filed 12/22/00		Pending Proof of Use due 6/4/02
Matrix.Net (Trademark)	Serial No. 76/186,386 Filed 12/22/00		Pending Rejected Response due 2/27/02. Consider filing new application with actual TM use

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, Matrix NetSystems, Inc., a Delaware corporation, having a place of business at 1106 Clayton Lane, Suite 501W Austin, Texas 78723 (the "Assignor"), has adopted and used and is using the trademarks (the "Trademarks") identified on the Annex to this Agreement, and is the owner of the registrations of and pending registration applications for such Trademarks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, Meritage Private Equity Fund, L.P., a Delaware limited partnership, having a place of business at 1600 Wynkoop Street, Suite 300, Denver, Colorado 80202-5919 (the "Assignee"), is desirous of acquiring the Trademarks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Trademarks, together with (a) the registrations of and registration applications for the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

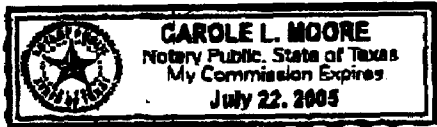
IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on May 9, 2002.

Matrix NetSystems, Inc.

By: [Signature]
Name: John Thornborrow
Title: CEO

STATE OF TEXAS)
) ss:
COUNTY OF Travis)

On May 9, 2002, before me appeared John Thornborrow, the person who signed this instrument, who acknowledged that (s)he is the CEO of Matrix NetSystems, Inc and that being duly authorized (s)he signed such instrument as a free act on behalf of Matrix NetSystems, Inc.



[Signature]
Notary Public

My commission expires: 7-22-2005

The foregoing assignment of the Trademarks and the registration thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the _____ day of _____, 2002.

Meritage Private Equity Fund, L.P.

By: Meritage Investment Partners, LLC

By: [Signature]
Name: John R. Garrett
Title: Principal

ANNEX

Trademarks and Service Marks

<u>Mark Description</u>	<u>Registration Number</u>	<u>Date Issued</u>
Matrix IQ	2,388,456	19 Sep 2000
Matrix Internet Quality	2,435,672	13 Mar 2001
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M and Design	2,531,888	22 Jan 2002
Matrix Information and Directory Services	Serial No. 76/033,607 Filed 4/25/00	
Internet Situation Room	Serial No. 76/186,236 Filed 12/22/00	
Matrix.Net (Trademark)	Serial No. 76/186,386 Filed 12/22/00	

ASSIGNMENT OF PATENTS (U.S.)

WHEREAS, Matrix NetSystems, Inc, a Delaware corporation, having a place of business at 1106 Clayton Lane, Suite 501W Austin, Texas 78723 (the "Assignor"), has adopted and used and is using the patents (the "Patents") identified on the Annex to this Agreement, and is the owner of the registrations of and pending registration applications for such Patents in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, Meritage Private Equity Fund, L.P., a Delaware limited partnership, having a place of business at 1600 Wynkoop Street, Suite 300, Denver, Colorado 80202-5919 (the "Assignee"), is desirous of acquiring the Patents and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Patents, together with (a) the registrations of and registration applications for the Patents, (b) the goodwill of the business symbolized by and associated with the Patents and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Patents or the registrations thereof or such associated goodwill.

This Assignment of Patents (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Patents (U.S.) below.

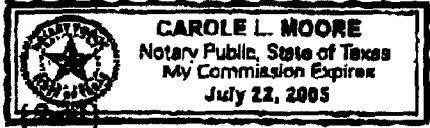
IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on May 9, 2002.

Matrix NetSystems, Inc.

By: [Signature]
Name: John Thornborrow
Title: CEO

STATE OF TEXAS)
) ss:
COUNTY OF Texas)

On May 9, 2002, before me appeared John Thornborrow the person who signed this instrument, who acknowledged that (s)he is the CEO of Matrix NetSystems, Inc and that being duly authorized (s)he signed such instrument as a free act on behalf of Matrix NetSystems, Inc.



Carole L. Moore
Notary Public

My commission expires: 7-22-2005

The foregoing assignment of the Patents and the registration thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of _____, 2002.

ASSIGNEE:

Meritage Private Equity Fund, L.P.

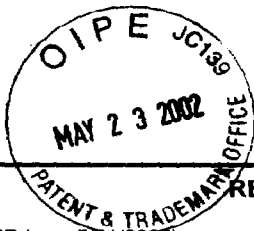
By: Meritage Investment Partners, LLC

By: [Signature]
Name: John R. Garrett
Title: Principal

ANNEX

Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Attorney Ref. No.</u>
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System for quickly collecting Operational Data for Internet Destinations	Application # - 09/834,662	Application Date: 13 April 2001	DB&R 9674-21US
Tracerouting a List of Internet Hosts	Application # - 09/834,315	Application Date: 13 April 2001	DB&R 9674-23US
Performance Measurement System for Large Computer Network	Application # - 09/929,608	Application Date: 14 August 2001	DB&R 9674-20CI1
Unified Quality Service Index	Application # - 60/351,115	Application Date: January 23, 2002	DB&R 9674-24PX1
MWEB to MPING	Pending	Pending	DB&R 9674-10PX1
Low Latency Internet Routing Using Real Time Network Status Information	Pending	Pending	DB&R 9674-18PX1



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: 3-29-02 and amended 5-10-02

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Street Address: 1600 Wynkoop Street, Suite 300 City: Denver State: CO Zip: 80202-5919

- Individual(s) citizenship Association General Partnership Limited Partnership Delaware Corporation-State 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) See attached (1)

B. Trademark Registration No.(s) See attached (8)

Additional number(s) attached Yes No

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

Name: Bartlit Beck

Internal Address: c/o Polly Swartzfager

Street Address: 1899 Wynkoop Street, Suite 800

City: Denver State: CO Zip: 80202

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$ 240.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

John Thornborrow, CFO Name of Person Signing

Signature

May 16, 2002 Date

Total number of pages including cover sheet, attachments, and document: 17

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

Form 1 of 4

Trademarks

Matrix NetSystems, Inc. pledge of security interest to Meritage Private Equity Fund, L.P.

4.A. Trademark Application Nos.:

	<u>Description</u>	<u>Application Number</u>
1.	Matrix Information and Directory Services	Serial No. 76/033,607

4.B. Trademark Registration Nos.:

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2.	MIDS Internet Weather Report	Registration # 2,244,176
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8.	"M" and Design (Logo)	Registration # 2,531,888
9.	Matrix.Net	Registration # 2,523,496

Form 2 of 4

RECORDATION FORM COVER SHEET
PATENTS ONLY

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Street Address: 1600 Wynkoop Street, Suite 300

City: Denver State: CO Zip: 80202-5919

Additional name(s) & address(es) attached? Yes No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) See attached

B. Patent No.(s) None

Additional numbers attached? Yes No

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Name: Bartlit Beck

Internal Address: c/o Polly Swartzfager

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6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 3.41).....\$ 280.00

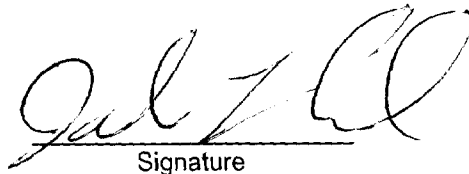
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9. Signature.

John Thornborrow, CFO
Name of Person Signing


Signature

May 14, 2002
Date

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Washington, D.C. 20231

Patents

Matrix NetSystems, Inc. pledge of security interest to Meritage Private Equity Fund, L.P.

	<u>Description</u>	<u>Application Number</u>
1.	Internet Performance System	09/834,333
2.	System for quickly collecting Operational Data for Internet Destinations	09/834,662
3.	Tracerouting a List of Internet Hosts	09/834,315
4.	Performance Measurement System for Large Computer Network	09/929,608
5.	Unified Quality Service Index	60/351,115
6.	MWEB to MPING	Pending
7.	Low Latency Internet Routing Using Real Time Network Status Information	Pending

Form 4 of 1