

08-06-2002



102179859

To the Honorable Commission

of original documents or copy thereof.

of receiving party(ies):

1. Name of conveying party(ies):
TIPPINGPOINT TECHNOLOGIES, INC.

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: DELAWARE
Other:

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation - State:
Other: a California banking corporation

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

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: July 30, 2002

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

A. Trademark Application No.(s)

76/402,535	76/379,434
76/373,302	76/366,491
76/315,381	76/277,372
76/277,371	76/216,334

B. Trademark Registration No.(s)

Additional numbers attached? 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: 8

7. Total fee (37 CFR 3.41) \$215.00

- 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

August 5, 2002
Date

Total number of pages comprising cover sheet: [6]

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

08/06/2002 TBIAZ1 00000103 76402535

01 FC:481	40.00 OP
02 FC:482	175.00 OP

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 30, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and TIPPINGPOINT TECHNOLOGIES, INC., a Delaware corporation, formerly known as Netpliance, Inc. ("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 material 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:

TIPPINGPOINT TECHNOLOGIES, INC.

Address of Grantor:

7501 B North Capital of Texas Highway
Austin, Texas 78731

Attn: Chief Financial Officer/General Counsel

By: 

Title: Acting CEO, Vice President
and General Counsel

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

Description

Registration
Number

Registration
Date

Gray Cary\GT\6299291.3
102365-34

TRADEMARK
REEL: 002556 FRAME: 0344

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/Application Number</u>	<u>Issue/Application Date</u>
Network security system integration	10/136,889	Pending 4/30/02
Steganographically authenticated packet traffic	10/136,896	Pending 4/30/02
A system and method for allocating bandwidth across a network	09/875,639	06/06/01
System and method for programming network nodes	09/928,771	08/13/01
System and method for processing network packet flows	09/897,189	07/02/01
System and method for disparate physical interface conversion	10/036,584	12/31/01
System and method for classifying network packets with packet content	10/036,638	12/31/01
A system and method for dynamically constructing packet classification rules	10/034,435	12/27/01

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Smart match	76/402,535	05/01/02
Unityone Threat Prevention Appliances	76/379,434	03/06/02
Unityone	76/373,302	02/20/02
Zap	76/366,491	02/04/02
Digital Vaccine	76/315,381	09/20/01
Servicescript	76/277,372	06/27/01
Smarter Wires, Faster Profits	76/277,371	06/27/01
TippingPoint Technologies	76/216,334	02/23/01

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