

09-19-2002

FORM PTO-1594

(Rev. 6-93)



EET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102227557

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

1. Name of conveying party(ies): 9.16.02  
 NetBrowser Communications, Inc.  
 7901 Stoneridge Drive, Suite 200  
 Pleasanton, CA 94588

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State Delaware  
 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: August 29, 2002

2. Name and address of receiving party(ies):  
 Name: Comerica Bank-California  
 Internal Address: \_\_\_\_\_  
 Street Address: 333 West Santa Clara Street  
 City: San Jose State: CA ZIP 95113

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation 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)  
76/395,107      76/394,927

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
2,457,427      2,242,521      2,242,520  
2,258,626

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Cooley Godward LLP  
 Internal Address: Attn: Ankey To  
 Street Address: One Maritime Plaza, 20<sup>th</sup> Floor  
 City: San Francisco State: CA ZIP 94111

6. Total number of applications and registration involved: 6

7. Total fee (37 CFR 3.41):..... \$225.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 03-3115  
 (Attach duplicate copy of this page if paying by deposit account)

09/19/2002 AWNED1 00000012 76395107  
 01 FD:481 40.00 DP  
 02 FD:482 Statement and signature. 125.00 DP

DO NOT USE THIS SPACE

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.

\_\_\_\_\_  
 Ankey To

September 10, 2002  
 \_\_\_\_\_  
 Date

Total number of pages including cover sheet, attachments, and document: 6

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

OFFICE OF PUBLIC RECORDS  
 SEP 16 AM 10:23  
 FINANCE SECTION 1  
 REFUND TOTAL: \$600  
 09/19/2002 AWNED1 0000120908  
 Refund Date: 09/19/2002  
 CHEQUE REFUND TOTAL:

TRADEMARK

REEL: 002584 FRAME: 0841

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 29, 2002 by and between COMERICA BANK – CALIFORNIA (“*Bank*”) and NETBROWSER COMMUNICATIONS, INC., a Delaware corporation (“*Grantor*”).

## RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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).

B. Bank is willing to extend and to continue to extend financial accommodations 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 (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 (collectively, “*Intellectual Property Collateral*”).

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Copyrights, Patents, Trademarks, servicemarks and applications therefore, now owned or hereafter acquired, or any claims for damages by way of any past, present and future infringement of any of the foregoing; *provided, however*, that the Collateral shall include all accounts and general intangibles that consist of rights to payment and proceeds from the sale, licensing or disposition of all or any part, or rights, in, the foregoing (the “*Rights to Payment*”).

Notwithstanding the foregoing, if a judicial authority (including a U.S. Bankruptcy Court) holds that a security interest in the underlying Intellectual Property is necessary to have a security interest in the Rights to Payment, then the Collateral shall automatically, and effective as of the Closing Date, include the Intellectual Property to the extent necessary to permit perfection of Bank's security interest in the Rights to Payment.

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.

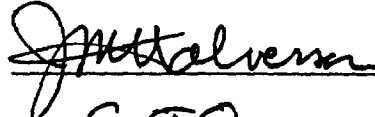
**GRANTOR:**

Address of Grantor:

7901 Stoneridge Drive, Suite 200  
Pleasanton, CA 94588  
Attn: Bill McMoil

**NETBROWSER COMMUNICATIONS, INC.**

By:



Title:

CEO

**BANK:**

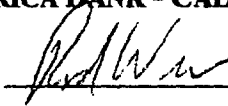
Address of Bank:

226 Airport Parkway  
San Jose, CA 95110

Attn: Corporate Banking Center

**COMERICA BANK - CALIFORNIA**

By:



Title:

SF

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
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None

**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
MULTI-CAPABILITY FACILITIES MONITORING AND CONTROL INTRANET FOR FACILITIES MANAGEMENT SYSTEM	6,363,422	3/26/02

EXHIBIT C

TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
I-GUARDIAN	Reg. No. 2,457,427 App. No. 78/006,297	Reg. 6/5/01 App. 5/1/00
THE STANDARD FOR MANAGING THE ZERO LAYER	App. No. 76/395,107	4/12/02
THE ZERO LAYER	App. No. 76/394,927	4/12/02
E-SCOUT	Reg. No. 2,242,521 App. No. 75/341,221	Reg. 5/4/99 App. 8/14/97
E-SENTRY	Reg. No. 2,242,520 App. No. 75/341,220	Reg. 5/4/99 App. 8/14/97
E-GUARDIAN	Reg. No. 2,258,626 App. No. 75/341,219	Reg. 7/6/99 App. 8/14/97