

12-09-2002



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab settings

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

1. Name of conveying party(ies): Visual Systems Group, Inc

- 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: Bridge Bank, NA Internal Address:

Street Address: 2120 El Camino Real City: Santa Clara State: Ca Zip: 95050

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

Execution Date: 12-3-02

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/547363

B. Trademark Registration No.(s) 2,205,316

Additional number(s) attached Yes No

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

Internal Address: attn: Shelly Medina

Street Address: 2120 El Camino Real City: Santa Clara State: Ca Zip: 95050

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65.00 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.

Signature: Rickelle Medina Date: 11/14/2002

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

12/06/2002 LMUELLER 00000087 75547363 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:0521 02 FC:0522 40.00 OP 25.00 OP

TRADEMARK REEL: 002630 FRAME: 0124

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 26, 2002 (the "Agreement"), between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and VISUAL SYSTEMS GROUP, INC., ("Grantor") is made with reference to the Business Financing Agreement, dated as of September 26, 2002 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

VISUAL SYSTEMS GROUP, INC.

By: 
Name: Randy Harrell
Title: President

Address for Notices:

Attn: Randy Harrell


15827 Los Gatos Blvd.

Los Gatos, California (408) 402-9010

(408) 402-9010

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 
Name: Michael Field
Title: Executive Vice President

Address for Notices:

Attn: Michael Field

2120 El Camino Real

Santa Clara, CA 95050

Tel: (408) 982-2106

Fax: (408) 982-2112

EXHIBIT A
COPYRIGHTS

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

PATENTS

| Description | Registration/Application Number | Registration/ Application Date |
|-----------------|------------------------------------|--------------------------------------|
| Rendezvous | 2,205,316 | 11/24/1998 |
| Visual Dialtone | ITU | ITU |

EXHIBIT C
TRADEMARKS

| Description | Registration/ Application Number | Registration/ Application Date |
|-----------------|--|--------------------------------------|
| Visual Dialtone | 75/547,363 | |
| Rendezvous | | 2,205,316 |