

01-10-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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102333770

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): **1-8-03**  
Netilla Networks, Inc.  
347 Elizabeth Avenue, Suite 100  
Somerset, NJ 08873  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Comerica Bank - California  
Internal Address: \_\_\_\_\_  
Street Address: 2701 Renaissance Boulevard  
City: King of Prussia State: PA Zip: 19406  
 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  
(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: 12/20/2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) Please see Exhibit C of the attached Security Agreement  
B. Trademark Registration No.(s) Please see Exhibit C of the attached Security Agreement  
Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Paula T. Bradley, Paralegal  
Internal Address: McCausland, Keen & Buckman  
Street Address: 259 N. Radnor-Chester Road,  
Suite 160,  
City: Radnor State: PA Zip: 19087

6. Total number of applications and registrations involved: 6  
7. Total fee (37 CFR 3.41)..... \$ 165.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
Not Applicable

**DO NOT USE THIS SPACE**

9. Signature.  
Paula T. Bradley      *Paula T. Bradley*      January 6, 2003  
Name of Person Signing      Signature      Date  
Total number of pages including cover sheet, attachments, and document: 8

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

01/09/2003 DBYRNE 00000189 2528347

01 FC:8521 40.00 OP  
02 FC:8522 125.00 BP

**TRADEMARK**  
**REEL: 002646 FRAME: 0262**

EXHIBIT C

Trademarks

1. U.S. Trademarks.

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Status</u>
Netilla (block)	2,528,347	8 Jan 02	Registered
Netilla (stylized)	75/889,740	7 Jan 00	Published
Netilla dude (logo)	2,525,918	1 Jan 02	Registered
NETILLA VIRTUAL OFFICE	2,451,058	15 May 01	Registered
MAKING THE REMOTE ACCESSIBLE	2,545,003	5 Mar 02	Registered
MAKING THE REMOTE ACCESSIBLE			Pending

2. Foreign Trademarks.

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Renewal Date</u>	<u>Status</u>
Netilla (block)	Australia	840605	28 Jun 00	28 Jun 10	Registered
Netilla (block)	Canada	1066301	6 Jul 00		Pending
Netilla (block)	European Community	1726645	15 Oct 01	27 Jun 10	Registered
Netilla (block)	Japan	4523816	22 Nov 01	22 Nov 06	Registered
Netilla (block)	China	1634487	14 Sep 01	13 Sep 11	Registered
Netilla (block)	China	1749284	14 Apr 02	13 Apr 12	Registered
Netilla (block)	China	1739693	28 Mar 02	27 Mar 12	Registered
Netilla (block)	China	1675674	28 Nov 01	27 Nov 11	Registered
Netilla dude (logo)	Australia	840604	28 Jun 00	28 Jun 10	Registered
Netilla dude (logo)	Canada				Published
Netilla dude (logo)	European Community				Published
Netilla dude (logo)	Japan	4518688	02 Nov 01	02 Nov 06	Registered
Netilla Dude (logo)	China	1634488	14 Sep 01	13 Sep 11*	Registered
Netilla Dude (logo)	China	1749283	14 Apr 02	13 Apr 12	Registered
Netilla Dude (logo)	China	1744489	07 Apr 02	07 Apr 12	Registered
Netilla Dude (logo)	China	1675683	28 Nov 01	27 Nov 11	Registered

\* Borrower to confirm date.

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 20, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and NETILLA NETWORKS, INC., a Delaware corporation ("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).

B. 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.

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 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.

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:

347 Elizabeth Avenue  
Suite 100  
Somerset, NJ 08873

Attn: Reginald P. Best

NETILLA NETWORKS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

Comerica Bank-California  
Commercial Loan Services Department  
9920 S. La Cienega Blvd., 14<sup>th</sup> Floor  
Inglewood, CA 90301

Attn: Loan Documentation

By: \_\_\_\_\_

Title: \_\_\_\_\_

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.

Address of Grantor:

347 Elizabeth Avenue  
Suite 100  
Somerset, NJ 08873

Attn: Reginald P. Best

GRANTOR:

NETLLIA NETWORKS, INC.

By: [Signature]

Title: Vice President

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

Comerica Bank-California  
Commercial Loan Services Department  
9920 S. La Cienega Blvd., 14<sup>th</sup> Floor  
Inglewood, CA 90301

Attn: Loan Documentation

By: Kathleen M. Coviello

Title: Vice President

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.

Address of Grantor:

347 Elizabeth Avenue  
Suite 100  
Somerset, NJ 08873

Attn: Reginald P. Best

GRANTOR:

NETILLA NETWORKS, INC.

By: 

Title: Vice President

BANK:

COMERICA BANK-CALIFORNIA

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

Comerica Bank-California  
Commercial Loan Services Department  
9920 S. La Cienega Blvd., 14<sup>th</sup> Floor  
Inglewood CA 90301

Attn: Loan Documentation

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
--------------------	--------------------------------	------------------------------

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Virtual Office	Pending/Provisional	March 14, 2000
Remote Network Monitoring and Management	Pending/Provisional	April 13,2000



COPY

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

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼

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1. Name of conveying party(ies): 1-6-03  
 Netilla Networks, Inc.  
 347 Elizabeth Avenue, Suite 100  
 Somerset, NJ 08873

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

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

2. Name and address of receiving party(ies)  
 Name: Comerica Bank - California  
 Internal  
 Address: \_\_\_\_\_

Street Address: 2701 Renaissance Boulevard  
 City: King of Prussia State: PA Zip: 19406

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  
 (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: 12/20/2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) Please see Exhibit C of the attached Security Agreement

B. Trademark Registration No.(s) Please see Exhibit C of the attached Security Agreement

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Paula T. Bradley, Paralegal  
 Internal Address: McCausland, Keen & Buckman

Street Address: 259 N. Radnor-Chester Road,  
Suite 160,

City: Radnor State: PA Zip: 19087

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
Not Applicable

DO NOT USE THIS SPACE

9. Signature.

Paula T. Bradley                      Paula T. Bradley                      January 6, 2003  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 8

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

COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 20, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and NETILLA NETWORKS, INC., a Delaware corporation ("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).

B. 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.

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 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.

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:

347 Elizabeth Avenue  
Suite 100  
Somerset, NJ 08873

Attn: Reginald P. Best

NETILLA NETWORKS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

Comerica Bank-California  
Commercial Loan Services Department  
9920 S. La Cienega Blvd., 14<sup>th</sup> Floor  
Inglewood, CA 90301

Attn: Loan Documentation

By: \_\_\_\_\_

Title: \_\_\_\_\_

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Somerset, NJ 08873

Attn: Reginald P. Bos:

GRANTOR:

NETLLIA NETWORKS, INC.

By: [Signature]

Title: Vice President

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

Comerica Bank-California  
Commercial Loan Services Department  
9920 S. La Cienega Blvd., 14<sup>th</sup> Floor  
Inglewood, CA 90301

Attn: Loan Documentation

By: Kathleen M. Coviello  
Title: Vice President

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347 Elizabeth Avenue  
Suite 100  
Somerset, NJ 08873

Attn: Reginald P. Best

GRANTOR:

NETILLA NETWORKS, INC.

By: 

Title: Vice President

BANK:

COMERICA BANK-CALIFORNIA

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

Comerica Bank-California  
Commercial Loan Services Department  
9920 S. La Cienega Blvd., 14<sup>th</sup> Floor  
Inglewood CA 90301

Attn: Loan Documentation

EXHIBIT A

Copyrights

Registration  
Number

Registration  
Date

Description

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Virtual Office	Pending/Provisional	March 14, 2000
Remote Network Monitoring and Management	Pending/Provisional	April 13,2000

EXHIBIT C

Trademarks

1. U.S. Trademarks.

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Status</u>
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Netilla (stylized)	75/889,740	7 Jan 00	Published
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NETILLA VIRTUAL OFFICE	2,451,058	15 May 01	Registered
MAKING THE REMOTE ACCESSIBLE	2,545,003	5 Mar 02	Registered
MAKING THE REMOTE ACCESSIBLE			Pending

2. Foreign Trademarks.

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Renewal Date</u>	<u>Status</u>
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Netilla Dude (logo)	China	1675683	28 Nov 01	27 Nov 11	Registered

\* Borrower to confirm date.