

02-24-2003



102370685

2.24.03

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

REGISTRATION FORM COVER SHEET TRADEMARKS ONLY

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): Atrous Systems, Corp. 2.24.03 200 Elgin Street, 3rd Floor Ottawa, Ontario, Canada K2P 1L5

2. Name and address of receiving party (ies) Name: Mobius Technology Ventures VI L.P. Internal Address: 200 W. Evelyn St., Suite 200 City: Mt. View State: CA Zip: 94041

3. Nature of conveyance: Other Intellectual Property Security Agreement Execution Date: February 18, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/438,962 76/277,292 75/671,177

B. Trademark No.(s) Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Diana Sanchez Bentz Cooley Godward LLP 5 Palo Alto Square Street Address: 3000 El Camino Real City: Palo Alto State: CA Zip: 94306

6. Total number of applications and trademarks involved: 6 7. Total fee (37 CFR 3.41) \$ 165.00 8. Deposit account number: 03-3115

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. Diana Sanchez Bentz February 21, 2003

02/23/2003 6TON11 00000046 76438962

01 FC:8521 02 FC:8522

40.00 DP 123.00 DP

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

TRADEMARK REEL: 002676 FRAME: 0522

SCHEDULE 1

ADDITIONAL RECEIVING PARTY

ORGANIZATION'S NAME				
SOFTBANK U.S. Ventures VI L.P.			(Delaware limited partnership)	
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
200 W. Evelyn Street, Suite 200	Mountain View	CA	94041	USA

ADDITIONAL RECEIVING PARTY

ORGANIZATION'S NAME				
Mobius Technology Ventures Advisors Fund VI L.P.			(Delaware limited partnership)	
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
200 W. Evelyn Street, Suite 200	Mountain View	CA	94041	USA

ADDITIONAL RECEIVING PARTY

ORGANIZATION'S NAME				
Mobius Technology Ventures Side Fund VI, L.P.			(Delaware limited partnership)	
4c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
200 W. Evelyn Street, Suite 200	Mountain View	CA	94041	USA

ADDITIONAL RECEIVING PARTY

ORGANIZATION'S NAME				
Blueprint Ventures Emerging Communications Fund I, L.P.			(Delaware limited partnership)	
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o Blueprint Ventures Management I, L.L.C. 456 Montgomery St., 22nd Floor	San Francisco	CA	94104	USA

ADDITIONAL RECEIVING PARTY

ORGANIZATION'S NAME				
Blueprint Ventures Emerging Communications Fund I-Q, L.P.			(Delaware limited partnership)	
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o Blueprint Ventures Management I, L.L.C. 456 Montgomery St., 22nd Floor	San Francisco	CA	94104	USA

ADDITIONAL RECEIVING PARTY

ORGANIZATION'S NAME				
Blueprint Ventures Strategic Affiliates I, L.P.			(Delaware limited partnership)	
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o Blueprint Ventures Management I, L.L.C. 456 Montgomery St., 22nd Floor	San Francisco	CA	94104	USA

ADDITIONAL RECEIVING PARTY

ORGANIZATION'S NAME				
Skypoint Capital Corporation			(Canadian corporation)	
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
555 Legget Drive, Tower B, Suite 830	Kanata	ON	K2K 2X3	CN

ADDITIONAL RECEIVING PARTY

ORGANIZATION'S NAME				
Business Development Bank of Canada			(Canadian Financial Institution)	
MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
55 Metcalf Street, 14th floor	Ottawa	ON	K1P 6L5	CN

EXHIBIT "B"

76438962

POWER OF ATTORNEY

The undersigned, Atreus Systems Corp., a company incorporated under the laws of Canada (hereinafter called the "Debtor"), having its head office located at 200 Elgin Street, 3rd Floor, Ottawa, Ontario, K2P 1L5, hereby, upon the occurrence of a default under the intellectual property security agreement (the "IP Security Agreement") dated as of February 18th, 2003 between the Debtor and the parties named in the Schedule of Secured Parties therein, including Mobius Technology Ventures VI L.P. (hereinafter referred to as "Mobius VI L.P."), constitutes and appoints Mobius VI L.P. and its successors and permitted assigns, and each of their respective directors, officers, employees, agents and representatives, as the true and lawful attorney of the Debtor with power of substitution in the name of Mobius VI L.P. for the following purposes only:

1. To do any and all such acts and things and to execute and deliver all such agreements, documents and instruments as Mobius VI L.P. in its sole discretion, considers necessary or desirable to carry out the provisions and purposes of the IP Security Agreement or to exercise any of its rights and remedies thereunder, and to do all acts or things necessary to realize or collect the proceeds;
2. To execute and to file or register with the Canadian Intellectual Property Office any and all documents required to transfer title in and to any of the Intellectual Property Collateral (as that term is defined in the IP Security Agreement) in the name of Mobius VI L.P. or to take any step appropriate for the preservation or protection of any or all of the Intellectual Property Collateral for the benefit of Mobius VI L.P.

The Debtor hereby acknowledges and ratifies all acts accomplished in connection herewith.

Dated as of this 18th day of February, 2003.

ATREUS SYSTEMS CORP.

Per: 

Name: Doug Bellinger

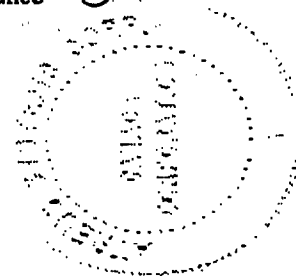
Title: EVP, Product Development

c/s

Per: 

Name: Brian McKinley

Title: Director of Finance



INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. OBLIGATIONS SECURED

1. The undersigned, Atreus Systems Corp., a company incorporated under the laws of Canada (hereinafter called the "Debtor"), hereby enters into this intellectual property security agreement (the "IP Security Agreement") with the parties named on the Schedule of Secured Parties attached hereto (hereinafter called individually the "Secured Party" and called collectively the "Secured Parties") for valuable consideration and as security for the payment of all present and future indebtedness of the Debtor to the Secured Parties and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, joint or several, of the Debtor to the Secured Parties whether as principal or surety in respect of the obligations contemplated by a Secured Note and Warrant Purchase Agreement dated as of February ____, 2003 by and among the Debtor, Atreus Systems, Inc. and the Secured Parties (the "Purchase Agreement") (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). Insofar as it affects personal property located in Ontario, this IP Security Agreement is governed by the *Personal Property Security Act* (Ontario) (the "Act").

B. GRANT OF MORTGAGES, CHARGES AND SECURITY INTERESTS

2. The Debtor hereby:

- (a) assigns, transfers and conveys to the Secured Parties, and grants to the Secured Parties a security interest in all of its present and future intellectual property including without limitation, (i) copyrights, (ii) patents, (iii) trade-marks, trade names, business names, trade styles, logos and all other forms of business identifiers, and (iv) trade secrets and other confidential information and data in any form or format, including without limitation, all know-how obtained, developed or used in or contemplated at any time for use in the business, affairs, undertaking and operations of the Debtor now or hereafter owned generated or acquired, including in each instance all related additions, improvements and accessories thereto and replacements thereof (hereinafter referred to as the "Intellectual Property Collateral") (whether registered or unregistered) including without limitation the intellectual property described in Exhibit "A" hereto; and
- (b) assigns, mortgages and charges in favour of the Secured Parties and grants to the Secured Parties a security interest in the proceeds arising from any of the assets referred to in this clause 2.

For the purposes of this IP Security Agreement, the Intellectual Property Collateral, proceeds and all other property and assets of the Debtor referred to in this clause 2 are hereinafter collectively called the "Collateral".

C. AGREEMENTS OF THE DEBTOR

3. The Debtor and the Secured Parties agree that they have not agreed to postpone the time for attachment of the security interests granted hereby with respect to presently existing Collateral of the Debtor and that such security interests shall attach to the Collateral acquired after the date hereof as soon as the Debtor has rights in such Collateral.

4. The Debtor agrees with the Secured Parties that, until the Obligations have been satisfied or paid in full:

- (a) it will not, without the prior written consent of the Secured Parties create or suffer to exist any liens upon or assign or transfer as security or pledge or hypothecate any of the Collateral except to the Secured Parties and except for such purchase-money security interests and other encumbrances (collectively, the "Permitted Encumbrances") referred to in Exhibit "K" hereto; and
- (b) it will:
 - (i) hold the proceeds received from any direct or indirect dealing with the Collateral in trust for the Secured Parties after the security interests granted in this IP Security Agreement become enforceable;
 - (ii) keep the then existing Collateral in good repair, working order and condition according to the nature and description thereof, and the Secured Parties may, whenever it deems necessary, either in person or by agent, enter upon the property of the Debtor and inspect the Collateral and the right, title and interest of the Debtor in and to the Intellectual Property Collateral and the reasonable cost of such inspection shall be payable on demand and added to the Obligations and the Secured Parties may make repairs as it reasonably deems necessary, and the cost thereof shall be payable on demand and added to the Obligations;
 - (iii) make all necessary filings, registrations and other recordations to protect the interest of the Debtor in the Collateral, including without limitation recordations of all its interests in all patents, trade-marks, and copyrights comprised in the Intellectual Property Collateral;
 - (iv) perform all covenants required under any third party agreement, including, inter alia, promptly paying all required fees, royalties and taxes, to maintain each and every item of Intellectual Property Collateral in full force and effect throughout as applicable;
 - (v) maintain all filings, registrations and other recordations relating to any of the Intellectual Property Collateral, including without limitation, timely payment of any renewal and/or maintenance fees;

- (vi) vigorously protect, preserve and maintain all of the right, title and interest of the Debtor in the Intellectual Property Collateral, including without limitation, the duty to prosecute and/or defend against any and all suits concerning validity, infringement, enforceability, ownership or other aspects affecting any of the Intellectual Property Collateral (any expenses incurred in protecting, preserving and maintaining any of the Intellectual Property Collateral shall be borne by the Debtor);
- (vii) upon written request by the Secured Parties or any Secured Party, execute and deliver any and all agreements, instruments, documents and papers as the Secured Parties may reasonably request to evidence the security interest of the Secured Parties in the Collateral, including without limiting the foregoing, the Intellectual Property Collateral;
- (viii) refrain from selling, assigning, disposing, licensing or otherwise transferring to any third party any of the right, title or interest of the Debtor in any of the Collateral, including without limitation, the Intellectual Property Collateral other than in the normal course of the business of the Debtor;
- (ix) after default refrain from either directly or indirectly filing any application for registration affecting any of the Intellectual Property Collateral without the prior written consent of the Secured Parties;
- (x) strictly comply with every covenant and undertaking given by it to the Secured Parties; and
- (xi) comply with valid requirements of any governmental authority pertaining to the operation by the Debtor of its business.

5. The Debtor hereby represents and warrants to the Secured Parties (which representations and warranties shall survive until the Obligations have been completely performed and discharged) that:

- (a) all registrations and applications for registration in respect of the Intellectual Property Collateral listed in Exhibit A, including all relevant renewals have been duly and properly made, are in full force and effect and are not subject to dispute by any governmental authority or agency and all leases, licenses, and other agreements affecting any of the right, title or interest of the Debtor in any of the Intellectual Property Collateral (collectively "Third Party Agreements") are in good standing;
- (b) the Debtor owns directly or is entitled to use by license or otherwise all patents, trade-marks, trade secrets, copyrights, licenses, technology, know-how, processes and other information and rights with respect to the Collateral, including the Intellectual Property Collateral;

- (c) the Debtor has made all necessary filings, registrations and recordations to protect all of its right, title and interest in the Intellectual Property Collateral listed in Exhibit A, including without limitation, recordations of all such rights, title and interest in related patents, trade-marks and copyrights;
- (d) to the best of knowledge of the Debtor, no litigation is pending or threatened which contains allegations respecting the validity, enforceability, infringement or ownership of any of the Intellectual Property Collateral, including without limitation, any of right, title or interest of the Debtor in the Intellectual Property Collateral;
- (e) Exhibit "A" lists all of the registered present intellectual property of the Debtor, including without limitation, all registered patents, trademarks and copyrights of the Debtor; and
- (f) none of the Obligations nor the granting of the Security Interest by the Debtor in favour of the Secured Parties constitutes a breach under any third party agreement.

6. The Debtor hereby agrees that it will at all times, both before and after default, do or cause to be done such additional things and execute and deliver or cause to be executed and delivered all such further acts and documents as the Secured Parties or any Secured Party may reasonably require for the better mortgaging, charging, transferring, assigning, confirming and granting of security interests in the present or future Collateral to the Secured Parties or any Secured Party.

D. DEFAULT

7. The Obligations shall, at the option of the Secured Parties, become payable and the security granted pursuant to this IP Security Agreement shall become enforceable if the Debtor makes default, and if capable of being cured such default is not cured within fifteen (15) days, in the observance or performance of any written agreement or undertaking heretofore or hereafter given by the Debtor to the Secured Parties, whether contained herein or not, including, without limiting the foregoing any default that certain general security agreement granted by the Debtor to the Secured Parties dated as of February ____, 2003.

8. The Secured Parties may in writing (and not otherwise) waive any breach by the Debtor of any of the provisions contained in this IP Security Agreement or any default by the Debtor in the observance or performance of any provision of this IP Security Agreement; provided always that no waiver by the Secured Parties shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default, whether of the same or a different nature, or the rights resulting therefrom.

E. REMEDIES OF THE SECURED PARTY

9. Whenever the security granted pursuant to this IP Security Agreement shall have become enforceable, and so long as it shall remain enforceable, the Secured Parties may proceed to realize such security and to enforce its rights by:

- (a) the appointment by instrument in writing of a receiver or receivers of the Collateral or any part thereof (which receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Secured Parties or not and the Secured Parties may remove any receiver or receivers so appointed and appoint another or others in his or their stead);
- (b) proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof;
- (c) any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity;
- (d) exercising all of the Debtor's rights under all licenses, contracts, agreements or other instruments in writing relating to the Collateral as fully and effectually as if the Secured Parties were the absolute owner thereof;
- (e) commencing legal proceedings for and on behalf of and in the name of the Secured Parties and at the expense of the Debtor in order to enforce the rights of the Debtor under any licenses, contracts, agreements, or other instruments in writing which may relate to the Collateral.

In addition, the Secured Parties may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relating to the Debtor.

Any receiver or receivers so appointed shall have power to:

- (i) take possession of and to use the Collateral or any part thereof;
- (ii) borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor;
- (iii) further charge the Collateral in priority to the security interests of this IP Security Agreement as security for money so borrowed; and
- (iv) sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as the receiver shall determine.

The Secured Parties shall not be responsible for any actions or errors of omission by the receiver or receivers in exercising any such powers.

In addition, the Secured Parties may use and possess the Collateral or any part thereof, free from all encumbrances, liens and charges, except Permitted Encumbrances, without hindrance, interruption or denial of the same by the Debtor or by any other person or persons and may lease or sell the whole or any part or parts of the Collateral. Any sale hereunder may be made by public auction, by public tender or by private contract, with or without notice and with or without advertising and without any other formality (except as required by law), all of which are hereby waived by the Debtor to the fullest extent permitted by applicable law. Such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Secured Parties in its sole discretion may seem advantageous. Such sale may take place whether or not the Secured Parties has taken possession of the Collateral.

The Debtor agrees to pay to the Secured Parties forthwith on demand all expenses incurred by the Secured Parties in the preparation, perfection, administration and enforcement of this IP Security Agreement (including without limitation expenses incurred in considering and protecting or improving the position of the Secured Party, or attempting to do so, whether before or after default), all amounts borrowed by the receiver from the Secured Parties as hereinbefore provided and all costs, charges, expenses and fees (including, without limiting the generality of the foregoing, the fees and expenses of any receiver and legal fees on a solicitor and client basis) of or incurred by the Secured Parties and by any receiver or receivers or agent or agents appointed by the Secured Parties in connection with the recovery or enforcing of payment of any moneys owing hereunder, whether by realization, by taking possession or otherwise. All such sums, together with interest thereon at the rate applicable to the Obligations, shall form part of the Obligations and shall be secured by the security interests granted herein.

No remedy for the realization of the security interests granted herein or for the enforcement of the rights of the Secured Parties shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this IP Security Agreement includes a receiver and manager.

10. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this IP Security Agreement) may be applied to such part or parts of the Obligations as the Secured Parties may see fit, and the Secured Parties shall at all times and from time to time have the right to change any appropriation as the Secured Parties may see fit.

F. RIGHTS OF THE SECURED PARTY

11. The Secured Parties may pay and satisfy the whole or any part of any liens, taxes, rates, charges or encumbrances now or hereafter existing in respect of any of the Collateral and such payments together with all costs, charges and expenses which may be incurred in connection with making such payments shall form part of the Obligations and shall be secured by the

security interests granted herein. In the event of the Secured Parties satisfying any such lien, charge or encumbrance, it shall be entitled to all the equities and securities of the person or persons so paid and is hereby authorized to obtain any discharge thereof and hold such discharge without registration for so long as it may deem advisable to do so.

12. The Debtor grants to the Secured Parties the right to set off against any and all accounts, credits or balances maintained by it with the Secured Party, the aggregate amount of any of the Obligations.

13. The Secured Parties, without exonerating in whole or in part the Debtor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from, and may otherwise deal with the Debtor and all other persons and securities as the Secured Parties may see fit.

14. Nothing herein shall obligate the Secured Parties to extend or amend any credit to the Debtor.

15. The Secured Parties may absolutely or otherwise assign, transfer and deliver to any transferee any of the Obligations or any security or any documents or instruments held by the Secured Parties in respect thereof to any person, including without limitation to any creditor of the Secured Parties by way of security for the obligations owed by the Secured Parties to any such creditor, provided that no such assignment, transfer or delivery shall release the Debtor from any of the Obligations; and in the case of any such absolute assignment the Secured Parties shall be fully discharged from all responsibility with respect to the Obligations and the security, documents and instruments so assigned, transferred or delivered. Such transferee shall be vested with all powers and rights of the Secured Parties under such security, documents or instruments but the Secured Parties shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered. The Debtor shall not assign any of its rights or obligations hereunder without the prior written consent of the Secured Parties.

16. The Debtor hereby irrevocably constitutes and appoints each of the Secured Parties and each of its directors, officers, employees, agents and representatives as the true and lawful attorney of the Debtor with power of substitution in the name of the Debtor to do, upon the occurrence of a default hereunder and only for so long as the default continues, any and all such acts and things or execute and deliver all such agreements, documents and instruments as the Secured Party, in its sole discretion, considers necessary or desirable to carry out the provisions and purposes of this agreement, or to exercise any of its rights and remedies hereunder, and the Debtor hereby ratifies and agrees to ratify all acts of any such attorney taken or done in accordance with this section 16. Contemporaneously with the execution of this IP Security Agreement, the Debtor covenants and agrees to execute and deliver to Secured Parties the power of attorneys set forth in Exhibits "B" - "J".

G. MISCELLANEOUS

17. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

18. Upon payment by the Debtor, its successors or permitted assigns, and the fulfillment of all the Obligations and provided that the Secured Parties is then under no obligation (conditional or otherwise) to make any further loan or extend any other type of credit to the Debtor, the Secured Parties shall, upon request in writing by the Debtor, delivered to the Secured Parties at their principal offices and at the Debtor's expense, discharge and release this IP Security Agreement.

19. This IP Security Agreement shall be construed in accordance with and be governed by the laws of the Province of Ontario. For the purpose of legal proceedings, this IP Security Agreement shall be deemed to have been made in the said Province and to be performed therein and the courts of that Province shall have jurisdiction over all disputes which may arise under this IP Security Agreement. The Debtor hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of such courts, provided always that nothing herein contained shall prevent the Secured Parties from proceeding at its election against the Debtor in the courts of any other province, country or jurisdiction.

20. The headings in this IP Security Agreement are included for convenience of reference only, and shall not constitute a part of this IP Security Agreement for any other purpose.

21. This IP Security Agreement is in addition to and not in substitution for any other security now or hereafter held by the Secured Parties and shall be general and continuing security notwithstanding that the Obligations shall be at any time or from time to time fully satisfied or paid.

22. This IP Security Agreement and all its provisions shall enure to the benefit of the Secured Party, its successors and assigns, and shall be binding on the Debtor, its successors and permitted assigns.

23. Any demand or notice by the Secured Parties in connection with this IP Security Agreement may be made or given by delivering or mailing or sending the same to the Debtor at 200 Elgin Street, 3rd Floor, Ottawa, Ontario, K2P 1L5 (Attention: President) (or to such other address or telecopier number as the Debtor shall specify by notice in writing to the Secured Parties from time to time) and shall be deemed to have been received by the Debtor on the date of delivery or telecopier transmission or the third day following the date of such mailing unless such notice or demand is required by the Act or any other statute, in which case such demand or notice shall be deemed to have been received by the Debtor on the date or at the time specified by the particular statute.

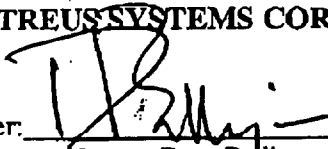
24. In construing this IP Security Agreement, terms herein shall have the same meaning as defined in the Act, unless the context otherwise requires. The personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in

- 9 -

accordance with the context in which such words are used. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, in the case of the Debtor, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners thereof.

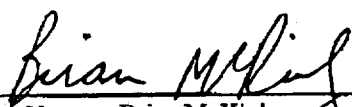
IN WITNESS WHEREOF this IP Security Agreement has been executed by the Debtor as of the 18th day of February, 2003.

ATREUS SYSTEMS CORP.

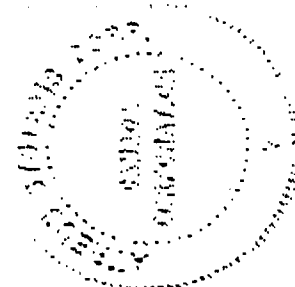
Per: 

Name: Doug Bellinger
Title: EVP, Product Development

c/s

Per: 

Name: Brian McKinley
Title: Director of Finance



SCHEDULE OF SECURED PARTIES

Mobius Technology Ventures VI L.P. having a representative office at 200 W. Evelyn Street, Suite 200, Mountain View, CA 94043.

Softbank U.S. Ventures VI L.P. having a representative office at 200 W. Evelyn Street, Suite 200, Mountain View, CA 94043.

Mobius Technology Ventures Advisors Fund VI L.P. having a representative office at 200 W. Evelyn Street, Suite 200, Mountain View, CA 94043.

Mobius Technology Ventures Side Fund VI L.P. having a representative office at 200 W. Evelyn Street, Suite 200, Mountain View, CA 94043.

Blueprint Ventures Emerging Communications Fund I L.P. having a representative office c/o Blueprint Ventures Management I, L.L.C., 456 Montgomery Street, 22nd Floor, San Francisco, CA 94104.

Blueprint Ventures Emerging Communications Fund I-Q L.P. having a representative office c/o Blueprint Ventures Management I, L.L.C., 456 Montgomery Street, 22nd Floor, San Francisco, CA 94104.

Blueprint Ventures Strategic Affiliates I L.P. having a representative office c/o Blueprint Ventures Management I, L.L.C., 456 Montgomery Street, 22nd Floor, San Francisco, CA 94104.

Skypoint Capital Corporation, L.P. having a representative office at 555 Legget Drive, Tower B, Suite 830, Ottawa, Ontario, K2K 2X3.

Business Development Bank of Canada having a representative office at 55 Metcalfe Street, 14th Floor, Ottawa, Ontario, K1P 6L5.

EXHIBIT "A"**Certain Intellectual Property Assets
(IP Security Agreement, subclause 2(a))****PATENTS AND PATENT APPLICATIONS**

<u>Description</u>	<u>Country</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>
Broadband Network Services Delivery Method and Device	U.S.	09/852,708	May 11, 2001
Broadband Network Services Delivery Method and Device	Canada	2347304	May 10, 2001 (filing date)
Policy Distribution Point for Setting Up Network-Based Services	U.S.	10/223,846	August 19, 2002
Software Platform for Managing Network-Based Services	U.S.	SC/354,263	February 4, 2002
Dynamic Services Selection	U.S.		
Single Sign-on for Multiple Network-Based Services	U.S.		

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Description</u>	<u>Country</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>
Atreus Systems	Canada	1090515	
Atreus Systems	U.S.	76/438962 76/277292	
Atreus	Canada	891980	
Atreus	U.S.	75/671,177	
Atreus guestLINK	Canada	TMA572,715	
Atreus guestLINK	U.S.	76/056460	
guestLINK	Canada	TMA572,895	
guestLINK	U.S.	75/891074	
guestLINK	Japan		
Atreus xAuthority	Canada	1090753	
Atreus xAuthority	U.S.		
Fill your pipes	Canada	1070741	
Fill your pipes	U.S.	76/135882	
Atreus Systems Design	Canada	1137085	
Powered by Atreus Systems & Design	Canada	1090752	
XLink	Canada	1036786	

EXHIBIT "K"

PERMITTED ENCUMBRANCES

NONE.

Domestic Representative Designation

Section 2 of Recordation Form Cover Sheet – Trademarks

Assignee Skypoint Capital Corporation is not domiciled in the United States, a domestic representative is:

Mobius Technology Ventures VI L.P.

200 W. Evelyn St., Suite 200

Mountain View, CA 94041

Domestic Representative Designation

Section 2 of Recordation Form Cover Sheet – Trademarks

Assignee Business Development Bank of Canada is not domiciled in the United States, a domestic representative is:

Mobius Technology Ventures VI L.P.

200 W. Evelyn St., Suite 200

Mountain View, CA 94041