

02-25-2003

2-2403

FORM PTO-1594
(Rev. 6-93)



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

102371745

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

1. Name of conveying party(ies):
 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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Amended & Restated Intellectual Property Security Agreement
 Execution Date: February 14, 2003

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, 20th 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)

DO NOT USE THIS SPACE

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.

Ankey To

 Date

February 20, 2003
 Date

Total number of pages including cover sheet, attachments, and document: 7

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

02/25/2003 DBYRNE 00000129 76395107
 01 FC:8521
 02 FC:8522

Refund Ref: 00000129 DBYRNE
 02/25/2003
 CHECK Refund Total: \$66.00

**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*Intellectual Property Security Agreement*") is entered into as of February 14, 2003 by and between COMERICA BANK – CALIFORNIA ("*Bank*") and NETBROWSER COMMUNICATIONS, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has made certain advances of money and extended 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 as of August 29, 2002 (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. In order to induce Bank to make the Loans, Grantor granted to Bank a security interest in, among other assets, certain items of its intangible property, pursuant to that certain IP Security Agreement, dated as of August 29, 2002 ("*Original IP Security Agreement*").

C. Grantor has requested Bank to enter into that certain Subordination Agreement, dated as of February 13, 2003, by and among Grantor, Bank and Venrock Associates, as agent for the Creditor (as defined therein) ("*Subordination Agreement*") and Bank is willing to do so but only on the condition, among others, that Grantor enter into this Intellectual Property Security Agreement.

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 (as defined below) (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*").

Intellectual Property shall consist of all right, title and interest of Grantor in and to the following:

(i) all 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**");

(ii) all 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**");

(iii) all 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 Grantor's business connected with and symbolized by such trademarks (the "**Trademarks**");

(iv) all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(v) all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(vi) all 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;

(vii) all licenses or other rights to use any of the Copyrights, Patents or Trademarks;

(viii) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(ix) 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.

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.

811600 v1/SF
H#8G011.DOC

2.

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:

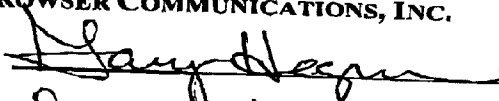
Address of Grantor:

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

NETBROWSER COMMUNICATIONS, INC.

By:

Title:


PRESIDENT & CEO

TRADEMARK
REEL: 002676 FRAME: 0965

EXHIBIT A
COPYRIGHTS

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

None

EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
MULTI-CAPABILITY FACILITIES MONITORING AND CONTROL INTRANET FOR FACILITIES MANAGEMENT SYSTEM	6,363,422	3/26/02
MULTI-CAPABILITY FACILITIES MONITORING AND CONTROL INTRANET FOR FACILITIES MANAGEMENT SYSTEM	EP0967766	12/29/99