

07-17-2003

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

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DEPARTMENT OF COMMERCE 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): Anthelion Capital II, LP 20045 Stevens Creek Blvd. Suite #2A/B Cupertino, CA 95014

3. Nature of conveyance: [X] Other Release of Security Lien Execution Date: July 16, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/303,993 76/360,322 76/303,992 76/303,990 75/740,251 76/358,605 76/140,372 76/140,373 76/140,374 76/303,991

2. Name and address of receiving party(ies) Name: Photuris, Inc. Internal Address: Street Address: 20 Corporate Place South City: Piscataway State: New Jersey Zip: 08854

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Susan M. Marsh, Esq. Internal Address: c/o Fenwick & West LLP Street Address: Two Palo Alto Square City: Palo Alto State: CA Zip: 94306

6. Total number of applications and registrations involved: 10 7. Total fee (37 CFR 3.41): \$ 265 [X] Enclosed [X] Authorized to be charged to deposit account 8. Deposit account number: 50-0261

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. Susan M. Marsh Signature Date: Sept. 25, 2002

09/27/2002 DBYRME 00000192 76303998 Total number of pages including cover sheet, attachments, and document: 14

01 FC 441 40.00 DP 02 FC 482 225.00 DP documents to be recorded with required cover sheet information to:

OFFICE OF PUBLIC RECORDS SEP 25 AM 10:42 FINANCE SECTION

CONVEYING PARTIES, CONT'D. :

ARTIMAN VENTURES, L.P.  
2370 WATSON COURT, STE. 220  
PALO ALTO, CA 94303

COLUMBIA CAPITAL EQUITY PARTNERS III (AI) L.P.  
201 N. UNION STREET, STE. 300  
ALEXANDRIA, VA 22314-2642

COLUMBIA CAPITAL EQUITY PARTNERS III (QP) L.P.  
201 N. UNION STREET, STE. 300  
ALEXANDRIA, VA 22314-2642

COLUMBIA PHOTURIS PARTNERS III, LLC  
201 N. UNION STREET, STE. 300  
ALEXANDRIA, VA 22314-2642

HEMANT KANAKIA  
4924 30<sup>th</sup> STREET, N.W.  
WASHINGTON, D.C. 20008

R. MASHWALA AND M. MAJMUNDAR REVOCABLE LIVING TRUST  
450 MELVILLE AVENUE  
PALO ALTO, CA 94301

KALPENDU SHASTRI  
7450 TILGHMAN STREET, STE. 105  
ALLENTOWN, PA 18106

SECURED REVOLVING  
PROMISSORY NOTE

Piscataway, New Jersey

\$78,247.23

June 6, 2002

**CANCELLED**

This Secured Revolving Full Recourse Promissory Note (this "*Note*") is made and delivered pursuant to that certain Note and Warrant Purchase Agreement dated as of June 6, 2002, between Borrower and Lender (as such terms are defined below), as such may be amended from time to time (the "*Purchase Agreement*"). Unless otherwise defined herein, all capitalized terms used in this Note shall have the same meanings that are given to such terms in the Purchase Agreement, the terms of which are incorporated into this Note by reference.

**1. Obligation.** The undersigned, Photuris, Inc. ("*Borrower*") hereby promises to pay to the order of Anthellion Capital II, LP, ("*Lender*" or "*Holder*") on or before December 6, 2002, at Lender's principal place of business at 20845 Stevens Creek Blvd., Suite #2A/B, Cupertino, CA 95014, or at such other place as Holder may direct, the principal sum of \$78,247.23 or so much thereof as may be advanced and outstanding as indicated on Schedule A, together with all interest accrued on unpaid principal to be computed on each advance of a Loan from the date of its disbursement to Borrower at a rate of 4% per annum (calculated on the basis of a 360-day year). As used herein, the term "*Holder*" shall initially mean Lender, and shall subsequently mean each person or entity to whom this Note is duly assigned.

If any payment of principal or interest under this Note becomes due and payable on a day other than a Business Day (as defined below) then the maturity of such payment will be extended to the next succeeding Business Day, and with respect to the payment of principal, interest thereon will be payable at the rate set forth herein during the period of such extension. "Business Day" means any day other than a Saturday, Sunday, or other day on which commercial banks in Piscataway, New Jersey are authorized or required by law to close.

The outstanding unpaid principal balance of this Note at any time shall be the total principal amounts advanced hereunder by Holder less the amounts of payments of principal made hereon by Borrower. Any principal amounts Borrower pays to Lender shall reduce the total principal amount available to Borrower for Loan advances under this Note.

**2. Recording of Loans and Payments.** Holder is authorized to record on Schedule A hereto, and on any continuation(s) of such Schedule that may be attached to this Note: (a) the date and principal amount of each Loan advanced by Lender under the Purchase Agreement; and (b) the date and amount of each payment or prepayment of principal and/or accrued interest of any Loan; which recordation will constitute prima facie evidence of the accuracy of the information so endorsed on Schedule A; provided however, that any failure to record such information on such Schedule or continuation thereof will not in any manner affect the obligations of Borrower to make payments of principal and interest in accordance with the terms of this Note. Holder will promptly provide Borrower with a copy of each recordation made by Holder on Schedule A attached hereto.

**3. Prepayment.** Borrower may at any time and from time to time on any Business Day prepay any Loan in whole or in part in increments of U.S. \$1,000 on at least one (1) Business Day's prior written notice, or telephonic notice promptly confirmed in writing, received by Lender no later than 10:00 a.m., Eastern Time. Each prepayment will be applied as follows: (a) first, to the payment

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TRADEMARK  
REEL: 002684 FRAME: 0689

SECURED REVOLVING  
PROMISSORY NOTE

Piscataway, New Jersey

\$424,882.46

June 6, 2002

This Secured Revolving Full Recourse Promissory Note (this "*Note*") is made and delivered pursuant to that certain Note and Warrant Purchase Agreement dated as of June 6, 2002, between Borrower and Lender (as such terms are defined below), as such may be amended from time to time (the "*Purchase Agreement*"). Unless otherwise defined herein, all capitalized terms used in this Note shall have the same meanings that are given to such terms in the Purchase Agreement, the terms of which are incorporated into this Note by reference.

1. **Obligation.** The undersigned, Photuris, Inc. ("*Borrower*") hereby promises to pay to the order of Armin Ventures, LP, ("*Lender*" or "*Holder*") on or before December 6, 2002, at Lender's principal place of business at 2370 Watson Court, Suite 220, Palo Alto, CA 94303, or at such other place as Holder may direct, the principal sum of \$424,882.46 or so much thereof as may be advanced and outstanding as indicated on Schedule A, together with all interest accrued on unpaid principal, to be computed on each advance of a Loan from the date of its disbursement to Borrower, at a rate of 4% per annum (calculated on the basis of a 360-day year). As used herein, the term "*Holder*" shall initially mean Lender, and shall subsequently mean each person or entity to whom this Note is duly assigned.

If any payment of principal or interest under this Note becomes due and payable on a day other than a Business Day (as defined below) then the maturity of such payment will be extended to the next succeeding Business Day, and with respect to the payment of principal, interest thereon will be payable at the rate set forth herein during the period of such extension. "Business Day" means any day other than a Saturday, Sunday, or other day on which commercial banks in Piscataway, New Jersey are authorized or required by law to close.

The outstanding unpaid principal balance of this Note at any time shall be the total principal amounts advanced hereunder by Holder less the amounts of payments of principal made hereon by Borrower. Any principal amounts Borrower pays to Lender shall reduce the total principal amount available to Borrower for Loan advances under this Note.

2. **Recording of Loans and Payments.** Holder is authorized to record on Schedule A hereto, and on any continuation(s) of such Schedule that may be attached to this Note: (a) the date and principal amount of each Loan advanced by Lender under the Purchase Agreement; and (b) the date and amount of each payment or prepayment of principal and/or accrued interest of any Loan; which recordation will constitute prima facie evidence of the accuracy of the information so endorsed on Schedule A; provided however, that any failure to record such information on such Schedule or continuation thereof will not in any manner affect the obligations of Borrower to make payments of principal and interest in accordance with the terms of this Note. Holder will promptly provide Borrower with a copy of each recordation made by Holder on Schedule A attached hereto.

3. **Prepayment.** Borrower may at any time and from time to time on any Business Day prepay any Loan in whole or in part in increments of U.S. \$1,000 on at least one (1) Business Day's prior written notice, or telephonic notice promptly confirmed in writing, received by Lender no later than 10:00 a.m., Eastern Time. Each prepayment will be applied as follows: (a) first, to the payment

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TRADEMARK  
REEL: 002684 FRAME: 0690

SECURED REVOLVING  
PROMISSORY NOTE

Piscataway, New Jersey

\$4,599.87

June 6, 2002

This Secured Revolving Full Recourse Promissory Note (this "*Note*") is made and delivered pursuant to that certain Note and Warrant Purchase Agreement dated as of June 6, 2002, between Borrower and Lender (as such terms are defined below), as such may be amended from time to time (the "*Purchase Agreement*"). Unless otherwise defined herein, all capitalized terms used in this Note shall have the same meanings that are given to such terms in the Purchase Agreement, the terms of which are incorporated into this Note by reference.

1. **Obligation.** The undersigned, Photuris, Inc. ("*Borrower*") hereby promises to pay to the order of Columbia Capital Equity Partners III (AD), L.P., ("*Lender*" or "*Holder*") on or before December 6, 2002, at Lender's principal place of business at 201 N. Union Street, Suite 300, Alexandria, VA 22314-2642, or at such other place as Holder may direct, the principal sum of \$4,599.87 or so much thereof as may be advanced and outstanding as indicated on Schedule A, together with all interest accrued on unpaid principal, to be computed on each advance of a Loan from the date of its disbursement to Borrower, at a rate of 4% per annum (calculated on the basis of a 360-day year). As used herein, the term "*Holder*" shall initially mean Lender, and shall subsequently mean each person or entity to whom this Note is duly assigned.

If any payment of principal or interest under this Note becomes due and payable on a day other than a Business Day (as defined below) then the maturity of such payment will be extended to the next succeeding Business Day, and with respect to the payment of principal, interest thereon will be payable at the rate set forth herein during the period of such extension. "Business Day" means any day other than a Saturday, Sunday, or other day on which commercial banks in Piscataway, New Jersey are authorized or required by law to close.

The outstanding unpaid principal balance of this Note at any time shall be the total principal amounts advanced hereunder by Holder less the amounts of payments of principal made hereon by Borrower. Any principal amounts Borrower pays to Lender shall reduce the total principal amount available to Borrower for Loan advances under this Note.

2. **Recording of Loans and Payments.** Holder is authorized to record on Schedule A hereto, and on any continuation(s) of such Schedule that may be attached to this Note: (a) the date and principal amount of each Loan advanced by Lender under the Purchase Agreement; and (b) the date and amount of each payment or prepayment of principal and/or accrued interest of any Loan; which recordation will constitute prima facie evidence of the accuracy of the information so endorsed on Schedule A; provided however, that any failure to record such information on such Schedule or continuation thereof will not in any manner affect the obligations of Borrower to make payments of principal and interest in accordance with the terms of this Note. Holder will promptly provide Borrower with a copy of each recordation made by Holder on Schedule A attached hereto.

3. **Prepayment.** Borrower may at any time and from time to time on any Business Day prepay any Loan in whole or in part in increments of U.S. \$1,000 on at least one (1) Business Day's prior written notice, or telephonic notice promptly confirmed in writing, received by Lender no later than 10:00 a.m., Eastern Time. Each prepayment will be applied as follows: (a) first, to the payment

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TRADEMARK  
REEL: 002684 FRAME: 0691

# SECURED PROMISSORY NOTE

Piscataway, New Jersey

\$9,082.56

June 28, 2002

This Secured Full Recourse Promissory Note (this "*Note*") is made and delivered pursuant to that certain Note Purchase Agreement dated as of June 28, 2002, between Borrower and Lender (as such terms are defined below), as such may be amended from time to time (the "*Purchase Agreement*"). Unless otherwise defined herein, all capitalized terms used in this Note shall have the same meanings that are given to such terms in the Purchase Agreement, the terms of which are incorporated into this Note by reference.

1. **Obligation.** The undersigned, Photuris, Inc. ("*Borrower*") hereby promises to pay to the order of Columbia Capital Equity Partners III (AI), L.P., ("*Lender*" or "*Holder*") on or before December 28, 2002, at Lender's principal place of business at 201 N. Union Street, Suite 300, Alexandria, VA 22314-2642, or at such other place as Holder may direct, the principal sum of \$9,082.56, together with all interest accrued on unpaid principal, to be computed at a rate of 4% per annum (calculated on the basis of a 360-day year). As used herein, the term "*Holder*" shall initially mean Lender, and shall subsequently mean each person or entity to whom this Note is duly assigned.

If any payment of principal or interest under this Note becomes due and payable on a day other than a Business Day (as defined below) then the maturity of such payment will be extended to the next succeeding Business Day, and with respect to the payment of principal, interest thereon will be payable at the rate set forth herein during the period of such extension. "Business Day" means any day other than a Saturday, Sunday, or other day on which commercial banks in Piscataway, New Jersey are authorized or required by law to close.

The outstanding unpaid principal balance of this Note at any time shall be the total principal amount advanced hereunder by Holder less the amounts of payments of principal made hereon by Borrower. Any principal amounts Borrower pays to Lender shall reduce the total principal amount available to Borrower for Loan advances under this Note.

2. **Recording of Loans and Payments.** Holder is authorized to record on Schedule A hereto, and on any continuation(s) of such Schedule that may be attached to this Note: (a) the date and principal amount of the Loan advanced by Lender under the Purchase Agreement; and (b) the date and amount of each payment or prepayment of principal and/or accrued interest of any Loan; which recordation will constitute *prima facie* evidence of the accuracy of the information so endorsed on Schedule A; *provided however*, that any failure to record such information on such Schedule or continuation thereof will not in any manner affect the obligations of Borrower to make payments of principal and interest in accordance with the terms of this Note. Holder will promptly provide Borrower with a copy of each recordation made by Holder on Schedule A attached hereto.

3. **Prepayment.** Borrower may at any time and from time to time on any Business Day prepay any Loan in whole or in part in increments of U.S. \$1,000 on at least one (1) Business Day's prior written notice, or telephonic notice promptly confirmed in writing, received by Lender no later than 10:00 a.m., Eastern Time. Each prepayment will be applied as follows: (a) first, to the payment of interest accrued on all Loans outstanding, and (b) second, to the extent that the amount of such prepayment exceeds the amount of all such accrued interest, to the payment of principal on such Loan or Loans as Borrower may designate.

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TRADEMARK  
REEL: 002684 FRAME: 0692

SECURED REVOLVING  
PROMISSORY NOTE

Piscataway, New Jersey

\$83,266.29

June 6, 2002

This Secured Revolving Full Recourse Promissory Note (this "*Note*") is made and delivered pursuant to that certain Note and Warrant Purchase Agreement dated as of June 6, 2002, between Borrower and Lender (as such terms are defined below), as such may be amended from time to time (the "*Purchase Agreement*"). Unless otherwise defined herein, all capitalized terms used in this Note shall have the same meanings that are given to such terms in the Purchase Agreement, the terms of which are incorporated into this Note by reference.

1. **Obligation.** The undersigned, Photuris, Inc. ("*Borrower*") hereby promises to pay to the order of Columbia Capital Equity Partners III (QP), L.P., ("*Lender*" or "*Holder*") on or before December 31, 2002, at Lender's principal place of business at 201 N. Union Street, Suite 300, Alexandria, VA 22314-2642, or at such other place as Holder may direct, the principal sum of \$83,266.29 or so much thereof as may be advanced and outstanding as indicated on Schedule A, together with all interest accrued on unpaid principal, to be computed on each advance of a Loan from the date of its disbursement to Borrower, at a rate of 4% per annum (calculated on the basis of a 360-day year). As used herein, the term "*Holder*" shall initially mean Lender, and shall subsequently mean each person or entity to whom this Note is duly assigned.

If any payment of principal or interest under this Note becomes due and payable on a day other than a Business Day (as defined below) then the maturity of such payment will be extended to the next succeeding Business Day, and with respect to the payment of principal, interest thereon will be payable at the rate set forth herein during the period of such extension. "Business Day" means any day other than a Saturday, Sunday, or other day on which commercial banks in Piscataway, New Jersey are authorized or required by law to close.

The outstanding unpaid principal balance of this Note at any time shall be the total principal amounts advanced hereunder by Holder less the amounts of payments of principal made hereon by Borrower. Any principal amounts Borrower pays to Lender shall reduce the total principal amount available to Borrower for Loan advances under this Note.

2. **Recording of Loans and Payments.** Holder is authorized to record on Schedule A hereto, and on any continuation(s) of such Schedule that may be attached to this Note: (a) the date and principal amount of each Loan advanced by Lender under the Purchase Agreement; and (b) the date and amount of each payment or prepayment of principal and/or accrued interest of any Loan; which recordation will constitute prima facie evidence of the accuracy of the information so endorsed on Schedule A; provided however, that any failure to record such information on such Schedule or continuation thereof will not in any manner affect the obligations of Borrower to make payments of principal and interest in accordance with the terms of this Note. Holder will promptly provide Borrower with a copy of each recordation made by Holder on Schedule A attached hereto.

3. **Prepayment.** Borrower may at any time and from time to time on any Business Day prepay any Loan in whole or in part in increments of U.S. \$1,000 on at least one (1) Business Day's prior written notice, or telephonic notice promptly confirmed in writing, received by Lender no later than 10:00 a.m., Eastern Time. Each prepayment will be applied as follows: (a) first, to the payment

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TRADEMARK  
REEL: 002684 FRAME: 0693

# SECURED PROMISSORY NOTE

Piscataway, New Jersey

\$164,411.50

June 28, 2002

This Secured Full Recourse Promissory Note (this "*Note*") is made and delivered pursuant to that certain Note Purchase Agreement dated as of June 28, 2002, between Borrower and Lender (as such terms are defined below), as such may be amended from time to time (the "*Purchase Agreement*"). Unless otherwise defined herein, all capitalized terms used in this Note shall have the same meanings that are given to such terms in the Purchase Agreement, the terms of which are incorporated into this Note by reference.

1. **Obligation.** The undersigned, Photuris, Inc. ("*Borrower*") hereby promises to pay to the order of Columbia Capital Equity Partners III (QP), L.P., ("*Lender*" or "*Holder*") on or before December 28, 2002, at Lender's principal place of business at 201 N. Union Street, Suite 300, Alexandria, VA 22304-2002, or at such other place as Holder may direct, the principal sum of \$164,411.50, together with all interest accrued on unpaid principal, to be computed at a rate of 4% per annum (calculated on the basis of a 360-day year). As used herein, the term "*Holder*" shall initially mean Lender, and shall subsequently mean each person or entity to whom this Note is duly assigned.

If any payment of principal or interest under this Note becomes due and payable on a day other than a Business Day (as defined below) then the maturity of such payment will be extended to the next succeeding Business Day, and with respect to the payment of principal, interest thereon will be payable at the rate set forth herein during the period of such extension. "Business Day" means any day other than a Saturday, Sunday, or other day on which commercial banks in Piscataway, New Jersey are authorized or required by law to close.

The outstanding unpaid principal balance of this Note at any time shall be the total principal amount advanced hereunder by Holder less the amounts of payments of principal made hereon by Borrower. Any principal amounts Borrower pays to Lender shall reduce the total principal amount available to Borrower for Loan advances under this Note.

2. **Recording of Loans and Payments.** Holder is authorized to record on Schedule A hereto, and on any continuation(s) of such Schedule that may be attached to this Note: (a) the date and principal amount of the Loan advanced by Lender under the Purchase Agreement; and (b) the date and amount of each payment or prepayment of principal and/or accrued interest of any Loan; which recordation will constitute *prima facie* evidence of the accuracy of the information so endorsed on Schedule A; *provided however*, that any failure to record such information on such Schedule or continuation thereof will not in any manner affect the obligations of Borrower to make payments of principal and interest in accordance with the terms of this Note. Holder will promptly provide Borrower with a copy of each recordation made by Holder on Schedule A attached hereto.

3. **Prepayment.** Borrower may at any time and from time to time on any Business Day prepay any Loan in whole or in part in increments of U.S. \$1,000 on at least one (1) Business Day's prior written notice, or telephonic notice promptly confirmed in writing, received by Lender no later than 10:00 a.m., Eastern Time. Each prepayment will be applied as follows: (a) first, to the payment of interest accrued on all Loans outstanding, and (b) second, to the extent that the amount of such

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TRADEMARK  
REEL: 002684 FRAME: 0694



SECURED REVOLVING  
PROMISSORY NOTE

Piscataway, New Jersey

\$66,270.96

June 6, 2002

This Secured Revolving Full Recourse Promissory Note (this "*Note*") is made and delivered pursuant to that certain Note and Warrant Purchase Agreement dated as of June 6, 2002, between Borrower and Lender (as such terms are defined below), as such may be amended from time to time (the "*Purchase Agreement*"). Unless otherwise defined herein, all capitalized terms used in this Note shall have the same meanings that are given to such terms in the Purchase Agreement, the terms of which are incorporated into this Note by reference.

1. **Obligation.** The undersigned, Photuris, Inc. ("*Borrower*") hereby promises to pay to the order of Columbia Photuris Partners III, LLC, ("*Lender*" or "*Holder*") on or before December 6, 2002, at Lender's principal place of business at 201 N. Union Street, Suite 300, Alexandria, VA 22304-2642, or at such other place as Holder may direct, the principal sum of \$66,270.96 or so much thereof as may be advanced and outstanding as indicated on Schedule A, together with all interest accrued on unpaid principal, to be computed on each advance of a Loan from the date of its disbursement to Borrower, at a rate of 4% per annum (calculated on the basis of a 360-day year). As used herein, the term "*Holder*" shall initially mean Lender, and shall subsequently mean each person or entity to whom this Note is duly assigned.

If any payment of principal or interest under this Note becomes due and payable on a day other than a Business Day (as defined below) then the maturity of such payment will be extended to the next succeeding Business Day, and with respect to the payment of principal, interest thereon will be payable at the rate set forth herein during the period of such extension. "Business Day" means any day other than a Saturday, Sunday, or other day on which commercial banks in Piscataway, New Jersey are authorized or required by law to close.

The outstanding unpaid principal balance of this Note at any time shall be the total principal amounts advanced hereunder by Holder less the amounts of payments of principal made hereon by Borrower. Any principal amounts Borrower pays to Lender shall reduce the total principal amount available to Borrower for Loan advances under this Note.

2. **Recording of Loans and Payments.** Holder is authorized to record on Schedule A hereto, and on any continuation(s) of such Schedule that may be attached to this Note: (a) the date and principal amount of each Loan advanced by Lender under the Purchase Agreement; and (b) the date and amount of each payment or prepayment of principal and/or accrued interest of any Loan; which recordation will constitute prima facie evidence of the accuracy of the information so endorsed on Schedule A; provided however, that any failure to record such information on such Schedule or continuation thereof will not in any manner affect the obligations of Borrower to make payments of principal and interest in accordance with the terms of this Note. Holder will promptly provide Borrower with a copy of each recordation made by Holder on Schedule A attached hereto.

3. **Prepayment.** Borrower may at any time and from time to time on any Business Day prepay any Loan in whole or in part in increments of U.S. \$1,000 on at least one (1) Business Day's prior written notice, or telephonic notice promptly confirmed in writing, received by Lender no later than 10:00 a.m., Eastern Time. Each prepayment will be applied as follows: (a) first, to the payment

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TRADEMARK  
REEL: 002684 FRAME: 0695

# SECURED PROMISSORY NOTE

Piscataway, New Jersey

\$130,853.77

June 28, 2002

This Secured Full Recourse Promissory Note (this "*Note*") is made and delivered pursuant to that certain Note Purchase Agreement dated as of June 28, 2002, between Borrower and Lender (as such terms are defined below), as such may be amended from time to time (the "*Purchase Agreement*"). Unless otherwise defined herein, all capitalized terms used in this Note shall have the same meanings that are given to such terms in the Purchase Agreement, the terms of which are incorporated into this Note by reference.

1. **Obligation.** The undersigned, Photuris, Inc. ("*Borrower*") hereby promises to pay to the order of Columbia Photuris Partners III, LLC, ("*Lender*" or "*Holder*") on or before December 28, 2002, at Lender's principal place of business at 201 N. Union Street, Suite 300, Alexandria, VA 22304-2642, or at such other place as Holder may direct, the principal sum of \$130,853.77, together with all interest accrued on unpaid principal, to be computed at a rate of 4% per annum (calculated on the basis of a 360-day year). As used herein, the term "*Holder*" shall initially mean Lender, and shall subsequently mean each person or entity to whom this Note is duly assigned.

If any payment of principal or interest under this Note becomes due and payable on a day other than a Business Day (as defined below) then the maturity of such payment will be extended to the next succeeding Business Day, and with respect to the payment of principal, interest thereon will be payable at the rate set forth herein during the period of such extension. "Business Day" means any day other than a Saturday, Sunday, or other day on which commercial banks in Piscataway, New Jersey are authorized or required by law to close.

The outstanding unpaid principal balance of this Note at any time shall be the total principal amount advanced hereunder by Holder less the amounts of payments of principal made hereon by Borrower. Any principal amounts Borrower pays to Lender shall reduce the total principal amount available to Borrower for Loan advances under this Note.

2. **Recording of Loans and Payments.** Holder is authorized to record on Schedule A hereto, and on any continuation(s) of such Schedule that may be attached to this Note, (a) the date and principal amount of the Loan advanced by Lender under the Purchase Agreement; and (b) the date and amount of each payment or prepayment of principal and/or accrued interest of any Loan; which recordation will constitute *prima facie* evidence of the accuracy of the information so endorsed on Schedule A; *provided however*, that any failure to record such information on such Schedule or continuation thereof will not in any manner affect the obligations of Borrower to make payments of principal and interest in accordance with the terms of this Note. Holder will promptly provide Borrower with a copy of each recordation made by Holder on Schedule A attached hereto.

3. **Prepayment.** Borrower may at any time and from time to time on any Business Day prepay any Loan in whole or in part in increments of U.S. \$1,000 on at least one (1) Business Day's prior written notice, or telephonic notice promptly confirmed in writing, received by Lender no later than 10:00 a.m., Eastern Time. Each prepayment will be applied as follows: (a) first, to the payment of interest accrued on all Loans outstanding, and (b) second, to the extent that the amount of such

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TRADEMARK  
REEL: 002684 FRAME: 0696

SECURED REVOLVING  
PROMISSORY NOTE

Piscataway, New Jersey

\$151,789.85

June 6, 2002

This Secured Revolving Full Recourse Promissory Note (this "**Note**") is made and delivered pursuant to that certain Note and Warrant Purchase Agreement dated as of June 6, 2002, between Borrower and Lender (as such terms are defined below), as such may be amended from time to time (the "**Purchase Agreement**"). Unless otherwise defined herein, all capitalized terms used in this Note shall have the same meanings that are given to such terms in the Purchase Agreement, the terms of which are incorporated into this Note by reference.

1. **Obligation.** The undersigned, Photuris, Inc. ("**Borrower**") hereby promises to pay to the order of ~~Henry Kanakia~~, ("**Lender**" or "**Holder**") on or before December 6, 2002, at Lender's principal place of business at 4924 30th Street, N.W., Washington, D.C. 20008, or at such other place as ~~Holder~~ may direct, the principal sum of \$151,789.85 or so much thereof as may be advanced and outstanding as indicated on Schedule A, together with all interest accrued on unpaid principal, to be computed on each advance of a Loan from the date of its disbursement to Borrower, at a rate of 4% per annum (calculated on the basis of a 360-day year). As used herein, the term "**Holder**" shall initially mean Lender, and shall subsequently mean each person or entity to whom this Note is duly assigned.

If any payment of principal or interest under this Note becomes due and payable on a day other than a Business Day (as defined below) then the maturity of such payment will be extended to the next succeeding Business Day, and with respect to the payment of principal, interest thereon will be payable at the rate set forth herein during the period of such extension. "**Business Day**" means any day other than a Saturday, Sunday, or other day on which commercial banks in Piscataway, New Jersey are authorized or required by law to close.

The outstanding unpaid principal balance of this Note at any time shall be the total principal amounts advanced hereunder by Holder less the amounts of payments of principal made hereon by Borrower. Any principal amounts Borrower pays to Lender shall reduce the total principal amount available to Borrower for Loan advances under this Note.

2. **Recording of Loans and Payments.** Holder is authorized to record on Schedule A hereto, and on any continuation(s) of such Schedule that may be attached to this Note: (a) the date and principal amount of each Loan advanced by Lender under the Purchase Agreement; and (b) the date and amount of each payment or prepayment of principal and/or accrued interest of any Loan; which recordation will constitute prima facie evidence of the accuracy of the information so endorsed on Schedule A; provided however, that any failure to record such information on such Schedule or continuation thereof will not in any manner affect the obligations of Borrower to make payments of principal and interest in accordance with the terms of this Note. Holder will promptly provide Borrower with a copy of each recordation made by Holder on Schedule A attached hereto.

3. **Prepayment.** Borrower may at any time and from time to time on any Business Day prepay any Loan in whole or in part in increments of U.S. \$1,000 on at least one (1) Business Day's prior written notice, or telephonic notice promptly confirmed in writing, received by Lender no later than 10:00 a.m., Eastern Time. Each prepayment will be applied as follows: (a) first, to the payment

61632/00012/DOCS/1271149.6

TRADEMARK  
REEL: 002684 FRAME: 0697

SECURED PROMISSORY NOTE

Piscataway, New Jersey

\$217,391.30

June 28, 2002

This Secured Full Recourse Promissory Note (this "*Note*") is made and delivered pursuant to that certain Note Purchase Agreement dated as of June 28, 2002, between Borrower and Lender (as such terms are defined below), as such may be amended from time to time (the "*Purchase Agreement*"). Unless otherwise defined herein, all capitalized terms used in this Note shall have the same meanings that are given to such terms in the Purchase Agreement, the terms of which are incorporated into this Note by reference.

1. **Obligation.** The undersigned, Phaturis, Inc. ("*Borrower*") hereby promises to pay to the order of Hemant Kanakia, ("*Lender*" or "*Holder*") on or before December 28, 2002, at Lender's principal place of business at 4924 30th Street, N.W., Washington, D.C. 20008, or at such other place as Holder may direct, the principal sum of \$217,391.30, together with all interest accrued on unpaid principal, to be computed at a rate of 4% per annum (calculated on the basis of a 360-day year). As used herein, the term "*Holder*" shall initially mean Lender, and shall subsequently mean each person or entity to whom this Note is duly assigned.

If any payment of principal or interest under this Note becomes due and payable on a day other than a Business Day (as defined below) then the maturity of such payment will be extended to the next succeeding Business Day, and with respect to the payment of principal, interest thereon will be payable at the rate set forth herein during the period of such extension. "Business Day" means any day other than a Saturday, Sunday, or other day on which commercial banks in Piscataway, New Jersey are authorized or required by law to close.

The outstanding unpaid principal balance of this Note at any time shall be the total principal amount advanced hereunder by Holder less the amounts of payments of principal made hereon by Borrower. Any principal amounts Borrower pays to Lender shall reduce the total principal amount available to Borrower for Loan advances under this Note.

2. **Recording of Loans and Payments.** Holder is authorized to record on Schedule A hereto, and on any continuation(s) of such Schedule that may be attached to this Note: (a) the date and principal amount of the Loan advanced by Lender under the Purchase Agreement; and (b) the date and amount of each payment or prepayment of principal and/or accrued interest of any Loan; which recordation will constitute *prima facie* evidence of the accuracy of the information so endorsed on Schedule A; *provided however*, that any failure to record such information on such Schedule or continuation thereof will not in any manner affect the obligations of Borrower to make payments of principal and interest in accordance with the terms of this Note. Holder will promptly provide Borrower with a copy of each recordation made by Holder on Schedule A attached hereto.

3. **Prepayment.** Borrower may at any time and from time to time on any Business Day prepay any Loan in whole or in part in increments of U.S. \$1,000 on at least one (1) Business Day's prior written notice, or telephonic notice promptly confirmed in writing, received by Lender no later than 10:00 a.m., Eastern Time. Each prepayment will be applied as follows: (a) first, to the payment of interest accrued on all Loans outstanding, and (b) second, to the extent that the amount of such prepayment exceeds the amount of all such accrued interest, to the payment of principal on such Loan or Loans as Borrower may designate.

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TRADEMARK  
REEL: 002684 FRAME: 0698

**R. MASHRUWALA AND M. MAJMUNDAR  
RVCLVL TRUST  
450 MELVILLE AVENUE  
PALO ALTO, CA 94301**

July 15, 2001

Photuris, Inc.  
1667 Plymouth Street  
Mountain View, CA 94043  
Attention: Timothy E. Montgomery

**Re: Closing of Photuris, Inc. Series C Preferred Stock Financing**

Dear Tim:

As trustee of the R. Mashruwala and M. Majmundar Revocable Living Trust (the "Trust"), I hereby confirm that the principal and accrued interest under that certain Secured Revolving Promissory Note (the "Note") issued to the Trust by Photuris, Inc. (the "Company") on June 6, 2002 in the principal amount of \$36,806.22 shall be used as payment in full for shares of the Photuris Series C Preferred Stock to be issued to the Trust pursuant to that certain Series C Preferred Stock Agreement by and among the Company and the investors listed on Exhibit A-1 thereto dated on or about July 15, 2002 (the "Agreement"). Upon closing of the financing contemplated by the Agreement, the Note shall be deemed cancelled.

I will forward the cancelled Note to the Company as soon as practical after the closing.

Very truly yours,



Raj Mashruwala  
Trustee for the R. Mashruwala  
and M. Majmundar Revocable Living Trust

TOTAL P. 12

KALPESHI SHASTRI  
7450 TILGHMAN STREET  
SUITE 105  
ALLENTOWN, PA 18106

July 15, 2001

Photuris, Inc.  
1667 Plymouth Street  
Mountain View, CA 94043  
Attention: Timothy E. Montgomery

Re: Closing of Photuris, Inc. Series C Preferred Stock Financing

Dear Tim:

I hereby instruct Photuris, Inc. (the "Company") that the principal and accrued interest under that certain Secured Revolving Promissory Note (the "First Note") issued to me by the Company on June 6, 2002 in the principal amount of \$154,137.12 that certain Secured Promissory Note (the "Second Note", and, collectively with the First Note, the "Notes") issued to me by the Company on June 28, 2002 in the principal amount of \$478,260.87 shall be used as partial payment for shares of the Photuris Series C Preferred Stock to be issued to Hemanth Kanakia pursuant to that certain Series C Preferred Stock Agreement by and among the Company and the investors listed on Exhibit A-1 thereto dated on or about July 15, 2002 (the "Agreement") and that certain Note Purchase Agreement by and between my and Hemanth Kanakia dated of even date thereto. Upon closing of the financing contemplated by the Agreement, the Notes shall be deemed cancelled.

I will forward the cancelled Notes to the Company as soon as practical after the closing.

Very truly yours,

Kalpeshi Shastri

Kalpeshi Shastri

Received 07-16-02 11:34

From-8109189737

To-FENWICK & WEST

Page 002

Received 08-20-02 11:16

From-7036107280

To-FENWICK & WEST

Page 002

**PAYMENT RECEIPT**

Receipt is hereby acknowledged of consideration in the amount of \$479,166.67 as payment from Artiman Ventures, LP, by cash (\$52,443.05) and cancellation of indebtedness (\$426,723.62), for 108,901,516 shares of Series C Preferred Stock of Photuris, Inc.

Dated: July 16, 2002

PHOTURIS, INC.

By: *Tim Montgomery*

Name: Tim Montgomery

Title: Chief Financial Officer

ANY SIGNATURE FROM THIS POINT FORWARDER CONTRACT