

06-18-2003

FORM PTO-1534  
(Rev. 3/01)

RECOR



ER SHEET

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

OMB No. 0651-0027 (exp. 5/31/2002)

1

102476222

ONLY

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

1. Name of conveying party(ies):  
**Teltier Technologies, Inc.** *G. 16 US*

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

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

2. Name and address of receiving party(ies):  
**Name: St. Paul Venture Capital VI, LLC**  
**Internal Address: Suite 550**  
**Street Address: 10400 Viking Drive**  
**City: Eden Prairie State: MN ZIP: 55344**

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

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) of receiving party(ies) attached?  Yes  No

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

Execution Date(s): **May 30, 2003**

4. Application number(s) or trademark number(s):  
 A. Trademark Application No(s):

*76/243,269                              76/244,913*  
*76/243,270                              76/243,268*  
*76/244,915*  
*76/244,914*

Additional numbers attached?  Yes  No

B. Trademark No(s)

*OFFICE OF PUBLIC RECORDS  
 JUN 16 AM 9:24  
 FINANCE SECTION*

5. Name and address of party to whom correspondence concerning document should be mailed:  
**Name: Christopher R. Hilberg**  
**Internal Address: 3300 Plaza VII Building**  
**Street Address: 45 South Seventh Street**  
**City: Minneapolis State: MN ZIP: 55402**  
**Our File No.: 13734-198**

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  
 Authorized to charge any underpayment or credit any overpayment to deposit account.

8. Deposit account number:  
**50-1901**  
 (Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

*Christopher R Hilberg*                              *June 12, 2003*  
 Christopher R. Hilberg, Reg. No. 48,740                              Signature                              Date  
 Name of Person Signing

Total number of pages including cover sheet, attachments and document: **16**  
 Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

06/18/2003 EDOOPER 00000005 501901 76243269  
 01 FC:8521 40.00 DA  
 02 FC:8522 125.00 DA

TC2: 634070 v01 06/12/2003

TRADEMARK  
REEL: 002756 FRAME: 0464

## ADDITIONAL RECEIVING PARTIES

CIR Ventures, L.P.  
505 Hamilton Avenue, Suite 210  
Palo Alto, CA 94301

CIR Ventures Affiliates, L.P.  
505 Hamilton Avenue, Suite 210  
Palo Alto, CA 94301

NJTC Venture Fund, L.P.  
1001 Briggs Road, Suite 280  
Mount Laurel, NJ 08054

Convergence Investments Limited BVI  
8 De Castro Street  
Wickhams Cay I  
Road Town, Tortola  
British Virgin Islands

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of May 30, 2003, is made by and among Teltier Technologies, Inc., a Delaware corporation (the "Debtor"), St. Paul Venture Capital VI, LLC, a Delaware limited liability company ("SPVC"), and the other parties listed on Schedule 1 hereto (each a "Secured Party" and collectively with SPVC, the "Secured Parties").

## Recitals

The Debtor and the Secured Parties are parties to (i) those certain Promissory Notes issued by the Debtor to SPVC and NJTC Venture Fund, L.P. ("NJTC") dated of even date herewith (the "Bridge Notes"), and/or (ii) those certain Convertible Promissory Notes dated as of October 16, 2002 in favor of each of the Secured Parties in the aggregate original principal amount of up to \$2,000,000 ( the "Convertible Notes," collectively, with the Bridge Notes, hereinafter referred to as the "Secured Notes").

As a condition to extending credit to the Debtor under the Bridge Notes and for extending the Maturity Date of the Convertible Notes (as such term is defined in the Convertible Notes, as amended), the Secured Parties have required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description which the Debtor may now or at any time hereafter owe to the Secured Parties in relation to the Secured Notes, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, or absolute or contingent.

"Majority in Interest" means the holders of more than fifty percent (50%) of the then outstanding principal amount due under the Secured Notes.

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, including any provisional and non-provisional patent applications, issued patents, reissued patents, re-examinations, divisionals, continuations, continuation-in-parts thereof and any co-pending foreign patents or patent applications, fees or royalties with respect to each, and including, without limitation, the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, any patents or application listed on Exhibit A to be attached hereto, with such list being non-exclusive.

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**TRADEMARK**  
**REEL: 002756 FRAME: 0466**

“Trademarks” means all of the Debtor’s present and future right, title and interest in and to marks, including, but not limited to, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world, and the entire goodwill of the business associated with and symbolized by the marks including, without limitation, the marks listed on Exhibit B to be attached hereto, with such list being non-exclusive.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Parties a security interest, with power of sale to the extent permitted by law (the “Security Interest”), in the Patents and the Trademarks to secure payment of the Obligations. Upon the Secured Parties’ request, the Debtor shall provide or amend any exhibits required hereunder, execute financing statements or other applicable documents covering the Patents and the Trademarks and take such other steps as are necessary to cooperate with the Secured Parties to perfect its security interest granted herein.

3. Representations, Warranties and Agreements. The Debtor hereby represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Debtor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor will be duly authorized by all necessary action of the Debtor’s board of directors, and if necessary its stockholders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its certificate of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor’s lawful, binding and legally enforceable obligation. The correct legal name of the Debtor is Teltier Technologies, Inc. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) ***Patents.*** Exhibit A will accurately list all Patents owned or controlled by the Debtor as of the date hereof and accurately reflect the existence and status of registrations pertaining to such Patents as of the date hereof.

(c) ***Trademarks.*** Exhibit B will accurately list all Trademarks that are subject of trademark filings made by the Debtor in the United States Patent and Trademark Office owned or controlled by the Debtor as of the date hereof and accurately reflect the existence and status of registrations pertaining to such Trademarks as of the date hereof. The Debtor further represents and warrants that, except as set forth on Exhibit B:

- (i) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;
- (ii) The Trademarks that are registered, if any, are valid and enforceable;

- (iii) The Trademarks that are to be registered will be valid and enforceable;
- (iv) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (v) The Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and
- (vi) The Debtor has used, and will continue to use for the duration of this Agreement, consistent standards of quality of goods and services marked by the Trademarks.

(d) **Title.** The Debtor has absolute title to each of its Patents set forth on Exhibit A and each of its Trademarks set forth on Exhibit B, free and clear of all security interests, liens and encumbrances, except the Security Interest granted herein, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Debtor not to sue third persons. The Debtor (i) will have, at the time the Debtor acquires any future rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark, free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest granted herein.

(e) **No Sale.** The Debtor will not sell or otherwise dispose of the Patents or the Trademarks, or any interest therein, without the Secured Parties' prior written consent.

(f) **Defense.** The Debtor will at its own expense, and using its best efforts, protect and defend the Patents and the Trademarks against all claims or demands of all persons other than the Secured Parties.

(g) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business, including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Parties with (i) sufficient written notice to allow the Secured Parties to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(h) **Prepare Exhibits of Patent and Trademarks.** No later than June 3, 2003, the Debtor shall prepare and provide to the Secured Parties Exhibit A and Exhibit B to be attached hereto and made a part of this Agreement.

(i) **The Secured Parties' Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Parties give the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Parties that it intends to abandon a Patent or Trademark, the Secured Parties may (but need not) perform or observe such covenant or agreement on behalf of and in the name, place and stead of the Debtor (or, at the Secured Parties' option, in the Secured Parties' own names) and may (but need not) take any and all other actions which the Secured Parties may reasonably deem necessary to cure or correct such failure.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Parties on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Parties in connection with or as a result of the Secured Parties' taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Parties at the highest rate then applicable to any of the Obligations.

(k) **Power of Attorney.** To facilitate the Secured Parties' taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Parties, or their delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Parties, after an Event of Default, to enforce or use the Patents or the Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or the Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment and performance of all of the Obligations.

4. **The Debtor's Use of the Patents and the Trademarks.** The Debtor shall be permitted to control and manage the Patents and the Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and the Trademarks and any

licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) the occurrence of an Event of Default, as defined in any of the Secured Notes; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Parties may, at their option, take any or all of the following actions:

(a) The Secured Parties may exercise any or all remedies available under the Secured Notes;

(b) The Secured Parties may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and the Trademarks; and

(c) The Secured Parties may enforce the Patents and the Trademarks and any licenses thereunder, and if the Secured Parties shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Parties, do any and all lawful acts and execute any and all proper documents required by the Secured Parties in aid of such enforcement.

7. Notice. Any notice or other communications hereunder to the parties hereto shall be in writing and may be personally served or sent by United States mail, registered or certified, postage pre-paid and properly addressed as set forth below its signature or on Schedule 1 hereto, as the case may be.

8. The Secured Parties. The Secured Parties agree that none of the Secured Parties shall take any action under this Agreement without the written consent of the Majority in Interest and that any action that can be taken by the Secured Parties under this Agreement may be taken by the Majority in Interest without the consent of all of the Secured Parties.

9. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Parties. A waiver signed by the Secured Parties shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Parties' rights or remedies. All rights and remedies of the Secured Parties shall be cumulative and may be exercised singularly or concurrently, at the Secured Parties' options, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Parties shall not be obligated to preserve any rights that the Debtor may have

against prior parties, to realize on the Patents and the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of the Patents and the Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Parties and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Parties, and the Debtor waives notice of the Secured Parties' acceptance hereof. The Secured Parties may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Parties to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the state of Delaware without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

*[signature page follows]*



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

**THE DEBTOR:**

**TELTIER TECHNOLOGIES, INC.**



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Sharad Sharma, Chief Executive Officer

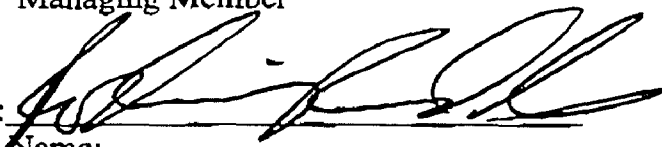
Address:  
60 Walnut Avenue  
Suite 300  
Clark, New Jersey 07066  
Attn: Chief Executive Officer

*(Signature page to the Intellectual Property Security Agreement)*

**THE SECURED PARTIES:**

**ST. PAUL VENTURE CAPITAL VI, LLC**

By: SPVC MANAGEMENT VI, LLC  
Its: Managing Member

By:   
Name:  
Title:

**CIR VENTURES, L.P.**

By CIR Ventures Management Co., L.L.C.,  
its General Partner

By: \_\_\_\_\_  
Name: Giacomo Marini  
Title: Managing Member

**CIR VENTURES AFFILIATES, L.P.**

By CIR Ventures Management Co., L.L.C.,  
its General Partner

By: \_\_\_\_\_  
Name: Giacomo Marini  
Title: Managing Member

**NJTC VENTURE FUND, L.P.**

By: \_\_\_\_\_  
Name:  
Title:

**CONVERGENCE INVESTMENTS LIMITED BVI**

By: \_\_\_\_\_  
Name:  
Title:

*(Signature page to the Intellectual Property Security Agreement)*

**THE SECURED PARTIES:**

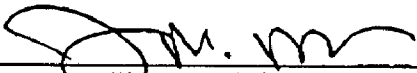
**ST. PAUL VENTURE CAPITAL VI, LLC**

By: SPVC MANAGEMENT VI, LLC  
Its: Managing Member

By: \_\_\_\_\_  
Name:  
Title:

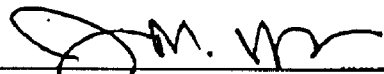
**CIR VENTURES, L.P.**

By CIR Ventures Management Co., L.L.C.,  
its General Partner

By:  \_\_\_\_\_  
Name: Giacomo Marini  
Title: Managing Member

**CIR VENTURES AFFILIATES, L.P.**

By CIR Ventures Management Co., L.L.C.,  
its General Partner

By:  \_\_\_\_\_  
Name: Giacomo Marini  
Title: Managing Member

**NJTC VENTURE FUND, L.P.**

By: \_\_\_\_\_  
Name:  
Title:

**CONVERGENCE INVESTMENTS LIMITED BVI**

By: \_\_\_\_\_  
Name:  
Title:

*(Signature page to the Intellectual Property Security Agreement)*

**THE SECURED PARTIES:**

**ST. PAUL VENTURE CAPITAL VI, LLC**

By: SPVC MANAGEMENT VI, LLC  
Its: Managing Member

By: \_\_\_\_\_  
Name:  
Title:

**CIR VENTURES, L.P.**

By CIR Ventures Management Co., L.L.C.,  
its General Partner

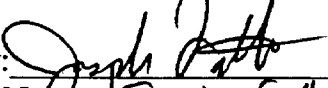
By: \_\_\_\_\_  
Name: Giacomo Marini  
Title: Managing Member

**CIR VENTURES AFFILIATES, L.P.**

By CIR Ventures Management Co., L.L.C.,  
its General Partner

By: \_\_\_\_\_  
Name: Giacomo Marini  
Title: Managing Member

**NJTC VENTURE FUND, L.P.**

By:  \_\_\_\_\_  
Name: Joseph Falkenstein  
Title: member  
NJTC Partners, its GP

**CONVERGENCE INVESTMENTS LIMITED BVI**

By: \_\_\_\_\_  
Name:  
Title:

*(Signature page to the Intellectual Property Security Agreement)*

**THE SECURED PARTIES:**

**ST. PAUL VENTURE CAPITAL VI, LLC**

By: SPVC MANAGEMENT VI, LLC  
Its: Managing Member

By: \_\_\_\_\_  
Name:  
Title:

**CIR VENTURES, L.P.**

By CIR Ventures Management Co., L.L.C.,  
its General Partner

By: \_\_\_\_\_  
Name: Giacomo Marini  
Title: Managing Member

**CIR VENTURES AFFILIATES, L.P.**  
By CIR Ventures Management Co., L.L.C.,  
its General Partner

By: \_\_\_\_\_  
Name: Giacomo Marini  
Title: Managing Member

**NJTC VENTURE FUND, L.P.**

By: \_\_\_\_\_  
Name:  
Title:

**CONVERGENCE INVESTMENTS LIMITED BVI**

By: SS Jha  
Name: SANJAY JHAWAR  
Title: DIRECTOR  
*(Signature page to the Intellectual Property Security Agreement)*

EXHIBIT A

UNITED STATES PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
METHOD AND SYSTEM FOR SUPPORTING RENDEZVOUS BASED INSTANT GROUP CONFERENCING AMONG MOBILE USERS	60/378,379	May 7, 2002
METHOD AND SYSTEM FOR SUPPORTING NON-INTRUSIVE AND EFFECTIVE VOICE COMMUNICATION AMONG MOBILE USERS.	60/378,378	May 7, 2002
METHOD AND SYSTEM FOR SUPPORTING DIFFERENTIATED NETWORK SERVICE FOR MOBILE CUSTOMERS AND APPLICATIONS	10/289,169	November 6, 2002
A MECHANISM TO ENFORCE AVAILABILITY PREFERENCES AND NEEDS OF USER RESOURCES HOSTED BY TELECOMMUNICATION NETWORKS	10/289,146	November 6, 2002
METHOD AND SYSTEM FOR SUPPORTING RENDEZVOUS BASED INSTANT GROUP CONFERENCING AMONG MOBILE USERS	10/XXX,XXX	May 7, 2003
METHOD AND SYSTEM FOR SUPPORTING NON-INTRUSIVE AND EFFECTIVE VOICE COMMUNICATION AMONG MOBILE USERS	10/XXX,XXX	May 7, 2003

OPPENHEIMER/1388322.03  
06022003/15:55/13734.198

**TRADEMARK**  
**REEL: 002756 FRAME: 0477**

EXHIBIT B

UNITED STATES TRADEMARKS & TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
TELTIER TECHNOLOGIES in Class 42; .	76/243,269	April 18, 2001
TELTIER TECHNOLOGIES in Class 9	76/243,270	April 18, 2001
TELTIER in Class 9	76/244,915	April 18, 2001
TELTIER in Class 42	76/244,914	April 18, 2001
TELTIER, pending in Class 42. .	76,244,913	April 18, 2001
TELTIER TECHNOLOGIES, pending in Class 42	76/243,268	April 18, 2001

OPPENHEIMER/1388322.03

06022003/15:55/13734.198

**Schedule I**

St. Paul Venture Capital VI, LLC  
Suite 550  
10400 Viking Drive  
Eden Prairie  
Minnesota 55344

CIR Ventures, L.P.  
505 Hamilton Avenue, Suite 210  
Palo Alto, CA 94301

CIR Ventures Affiliates, L.P.  
505 Hamilton Avenue, Suite 210  
Palo Alto, CA 94301

NJTC Venture Fund, L.P.  
1001 Briggs Road, Suite 280  
Mount Laurel, New Jersey 08054

Convergence Investments Limited BVI  
8 De Castro Street  
Wickhams Cay I  
Road Town, Tortola  
British Virgin Islands

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