

4-18-03

08-20-2003



To the Honorable Commissioner of Patents and Trademarks. 102529425 shed original documents or copy thereof.

1. Name of conveying party(ies):  
**SYMON COMMUNICATIONS, INC.**

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

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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement             Change of Name  
 Other \_\_\_\_\_

7/29/03

2. Name and address of receiving party(ies):  
Name: **Silicon Valley Bank**  
Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara                      State: CA                      ZIP: 95054

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
Additional name(s) & address(es) attached?  Yes  No

OFFICE OF PATENT RECORDS  
2003 AUG 18 AM 9:50  
FINANCE SECTION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)	B. Trademark No.(s)
76/240,790	2,660,740
<del>78/241,591</del>	
78/229,515	
78/122,214	
78/242,384	
78/241,521	

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara                      State: Ca                      ZIP: 95054

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$ 190.00  
 Enclosed  
 Authorized to be charged to deposit account

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

DO NOT USE THIS SPACE

08/19/2003 810M11 00000139 76240790

01 FC 0521 40.00 OP

02 FC 0522 150.00 OP

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.

*Maribel Arceaga*  
Name of Person Signing

*Maribel Arceaga*  
Signature

8/11/03  
Date

Total number of pages including cover sheet, attachments, and document: 6

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

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement dated as of the Effective Date (as defined in the Loan Agreement) is between SILICON VALLEY BANK ("Bank") and SYMON COMMUNICATIONS, INC. ("Grantor").

**RECITALS**

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement (the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

**AGREEMENT**

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

BANK:

GRANTOR:

SILICON VALLEY BANK

SYMON COMMUNICATIONS, INC.

Bruce Brown

Charles H. Ausley

(Signature)

(Signature)

Relationship Manager

President & CEO

(Title)

(Title)

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
	NONE	

Applied for:

Symon Enterprise Server

Symon DeskView

Symon Community

Symon Vista

Symon Netlite II

**EXHIBIT B**

**Patents**

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Visual Messaging System for High Speed Networks.	Patent #US 6,294,982 B1	September 25, 2001
Apparatus for Providing Power To a Visual Messaging System for High Speed Networks	Patent #US 6,545,591 B2	April 8, 2003

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Community	2,660,740	December 10, 2002

Applied for:

Symon Enterprise Server with Design Logo	76/240,790
Symon Enterprise Server Word Mark	78/241,591
Symon Vista with Design Logo	78/229,515
Symon Vista Word Mark	78/122,214
Symon Design Logo	78/242,384
NetLite II	78/241,521

EXHIBIT D

Mask Word

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
	NONE	