

09-17-2003

FORM PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 05/31/2002)



ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102553964

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

1. Name of conveying party(ies): **INFRASAFE, INC.**
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

2. Name and address of receiving party(ies):
Name: **Silicon Valley Bank**
Internal Address: HA155
Street Address: 3003 Tasman Drive

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

City: Santa Clara State: CA ZIP: 95054

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

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

Execution Date: July 30, 2003

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

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

A. Trademark Application No.(s)
~~78-225,767~~
~~78-171,739~~
76-519,716
76-519,715
76-519,714

B. Trademark No.(s)

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: 5

7. Total fee (37 CFR 3.41): \$140
 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

09/16/2003 LMIELLER 00000340 78225767
01 FC:8521 40.00 OP
02 FC:8522 100.00 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 Arteaga
Name of Person Signing

Maribel Arteaga
Signature

8/27/2003
Date

CFD/JC

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK
REEL: 002825 FRAME: 0645

FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and executed as of the 30th day of July, 2003 by **INFRASAFE, INC.**, a Florida corporation (the "Borrower"), and **SILICON VALLEY BANK**, a California-chartered bank with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054, with a loan production office located at 11600 Sunrise Valley Drive, Suite 400, Reston, Virginia 20191 ("Bank").

RECITALS

WHEREAS, Borrower and Bank have entered into that certain Loan and Security Agreement dated as of June 27, 2002 by and between Bank and Borrower (as thereafter amended, restated, substituted or otherwise modified, the "Loan Agreement"), pursuant to which Bank has agreed to establish a line of credit in the original maximum principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Loan");

WHEREAS, in order to secure Borrower's Obligations under the Loan, Borrower entered into that certain Intellectual Property Security Agreement dated June 27, 2002 in favor of Bank (as thereafter amended, restated, substituted or otherwise modified, the "Security Agreement") in connection with Borrower's granting to Bank a first priority security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral; and

WHEREAS, in connection with Borrower's grant of a lien on all of the Collateral, Borrower and Bank have agreed to enter into this Agreement to amend and restate Exhibit C of the Security Agreement and to make such other changes to the Security Agreement as are more particularly set forth herein.

AGREEMENT

NOW THEREFORE, as an inducement for the Bank to continue to make Loans to the Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement or the Security Agreement, as applicable.
2. The Recitals set forth hereinabove are hereby incorporated by this reference with the same force and effect as if fully set forth herein.
3. Borrower and Bank acknowledge and agree that Exhibit C of the Security Agreement is hereby replaced in its entirety with Exhibit C attached hereto.
4. Borrower does hereby unconditionally reaffirm all of its obligations to Bank under the Security Agreement including, without limitation, the grant of a continuing security

interest in and lien upon the Intellectual Property Collateral as set forth in the Security Agreement as modified hereby.

5. Borrower certifies that the representations contained in the Security Agreement remain true, correct and complete in all material respects as of the date hereof with the same force and effect as if made on the date hereof and that it has no offsets, counterclaims or defenses to any of its obligations under the Security Agreement as modified hereby.

6. Except as modified hereby, the Security Agreement remains unmodified and in full force and effect.

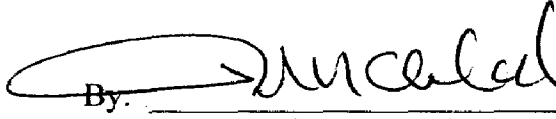
SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Reaffirmation to be

executed as of the date first above written.

WITNESS/ATTEST:

INFRASAFE, INC.

By:  (SEAL)

Name: RICHARD N. CLIFTON, JR.

Title: COO

SILICON VALLEY BANK

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Reaffirmation to be

executed as of the date first above written.

WITNESS/ATTEST:

INFRASAFE, INC.

By: _____ (SEAL)

Name:

Title:

SILICON VALLEY BANK

By: _____

Name: *PETER BEWICK*

Title: *VICE PRESIDENT*

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
INFRASAFE	2,679,574	January 28, 2003
NETFUSION	78-225,767 ✓	March 14, 2003
ICAST	78-171,739 ✓	October 7, 2002
IDELIVER	76-519,716 ✓	June 3, 2003
IBADGE	76-519,715 ✓	June 3, 2003
INTELLIGATE	76-519,714 ✓	June 3, 2003
IVISITOR	76-092,111	July 20, 2000