

1/20/04

01-27-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE



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U.S. DEPARTMENT OF COMMERCE U.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):

NetByTel, 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

Execution Date: November 25, 2003

2. Name and address of receiving party(ies)

Name: Comerica Bank Internal Address: Corporate Banking Center

Street Address: 333 W. Santa Clara Street

City: San Jose State: CA Zip: 95113

- 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) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 75/854407 76/158221 76/158222 78/038883 76/158223

B. Trademark Registration No.(s) 2552214 2433262

Additional number(s) attached Yes No

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

Name: Lynn Hough Internal Address: Technology Life Sciences Division Comerica Bank

Street Address: 11921 Freedom Drive Suite 920

City: Reston State: VA Zip: 20190

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

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.

John C. Henry

Name of Person Signing

Signature

Date

1/22/04

01/27/2004 DBYRNE 00000024 75854407

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

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40.00 150.00

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

TRADEMARK REEL: 002902 FRAME: 0148

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 25, 2003 by and between COMERICA BANK, successor by merger to COMERICA BANK – CALIFORNIA (“Bank”), and NETBYTEL, INC., a Florida corporation (“Grantor”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend 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 (“Borrower”) dated June 14, 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, and the Bank and Grantor have entered into a Forbearance Agreement (the “Forbearance Agreement”) and a Waiver and First Amendment to Loan and Security Agreement (the “First Amendment”), both dated as of the date hereof.

B. Bank is willing to make the Loans to Grantor and enter into the Forbearance Agreement and the First Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all Intellectual Property Collateral, including, without limitation, Copyrights, Trademarks and Patents, to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement (as amended by the First Amendment), Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 (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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement, and all of Borrower’s Intellectual Property shall be considered Collateral for purposes of 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

1141 South Rogers Circle, Suite 9  
Boca Raton, FL 33487

Attn: Mark Charles, SVP and CFO

NETBYTEL, INC.

By:

Title:

*John M Amein* John M Amein  
President & CEO

BANK:

COMERICA BANK

Address of Bank:

333 W. Santa Clara Street  
San Jose, CA 95113

Attn: Corporate Banking Center

By: \_\_\_\_\_

Title: \_\_\_\_\_

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1141 South Rogers Circle, Suite 9  
Boca Raton, FL 33487

Attn: Mark Charles, SVP and CFO

GRANTOR:

NETBYTEL, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

333 W. Santa Clara Street  
San Jose, CA 95113

Attn: Corporate Banking Center

BANK:

COMERICA BANK

By:  \_\_\_\_\_

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

<i>Owner of Record</i>	<i>Patent No.</i>	<i>Date of Application/ Issuance</i>	<i>Relevant Jurisdiction</i>	<i>Description</i>
NetByTel, Inc.	PCT/USO/40461	April 7, 2000	U.S. Patent Office	System and method for interfacing telephones to worldwide websites
NetByTel, Inc.	10/005447	December 3, 2001	U.S. Patent Office	Retrieval of Records Using Phrase Chunking
NetByTel, Inc.	10/201178	July 23, 2003	U.S. Patent Office	Email Address Recognition Using Personal Information

EXHIBIT C

Trademarks

Registered

<i>Mark</i>	<i>Application/Registration No.</i>	<i>First Use</i>
NetByTel logo	76/158222	April 10, 2000
Telephone Shopping Cart	76/158223	May 30, 2000
Voice Mall	2552214	May 30, 2000
NetBuyTel	75/854407	July 15, 1999
NetByTel	2433262	July 15, 1999
E-Business By Phone	76/158221	May 1, 2000
VBusiness	78/038883	
VoiceServe		
Voice of Self-Service		

<i>Mark</i>	<i>Application/Registration No.</i>	<i>First Use</i>
NetByTel logo	76/158222	April 10, 2000
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Voice Mall	2552214	May 30, 2000
NetBuyTel	75/854407	July 15, 1999
NetByTel	2433262	July 15, 1999

Unregistered

e-business anytime, anywhere, anyone	April 10, 2000	Service
extending e-business to every telephone	April 10, 2000	Service
e-business by phone	May 1, 2000	Service
Hello? e-Commerce calling	April 10, 2000	Service
Call Center Connected	April 17, 2000	Service
Dynamic Q&A	May 30, 2000	Service
e-Business Connected	April 17, 2000	Service
NetByTel Connected	April 17, 2000	Service