

01-30-2004

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



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

102658482

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

1. Name of conveying party(ies):

Netbotz, Inc.

6-30-03

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

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

2. Name and address of receiving party(ies)

Name: Comerica Bank-California

Internal

Address: Commercial Loan Services Department

Street Address: 9920 S La Cienega Blvd 14th Fl

City: Inglewood State: CA Zip: 90301

- 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 01/10/2003

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

A. Trademark Application No.(s) 76/401,676

B. Trademark Registration No.(s) 2,680,873

Additional number(s) attached Yes No

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

Name: Michael R. McDoniel

Internal Address: Locke Liddell & Sapp, LLP Suite 300

Street Address: 100 Congress Avenue

City: Austin State: TX Zip: 78701

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41) Previously paid

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

12-1781

OPR/FINANCE 2004 JAN 26 AM 8:06

DO NOT USE THIS SPACE

9. Signature.

Michael R. McDoniel

Name of Person Signing

Michael R. McDoniel

Signature

1/22/04

Date

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

8

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

TRADEMARK REEL: 002905 FRAME: 0647

Schedule A

Trademark	Registration Number	Registration Date
NetBotz	2594310	07-16-2002
Netbotz & Design	2750067	08-12-2003
Rackbotz	2611963	08-27-2002
Wallbotz	2703662	04-08-2003

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

Reference is hereby made to that certain Intellectual Property Security Agreement (the "Original Agreement") dated as of August 24, 2001, by and between NETBOTZ, INC., a Delaware corporation, and Imperial Bank, a California chartered bank.

Comerica Bank-California is the successor by merger to Imperial Bank.

The parties have agreed to amend and restate in the entirety the terms of the Original Agreement, as more particularly provided herein. Accordingly, the Original Agreement is hereby amended and restated in its entirety to hereafter be and read as follows:

This Amended and Restated Intellectual Property Security Agreement is entered into effective as of January 10, 2003 by and between COMERICA BANK-CALIFORNIA ("Bank"), successor by merger to Imperial Bank, and NETBOTZ, INC., a Delaware 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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated May 10, 2002 (as the same may be amended, modified or supplemented from time to time, including without limitation pursuant to a First Amendment of Amended and Restated Loan and Security Agreement dated of even effective date herewith, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, 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 Collateral (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. 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.

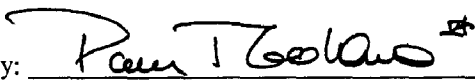
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

11044 Research Boulevard
Building C, Suite 100
Austin, TX 78759
Attn: bari hovee

GRANTOR:

NETBOTZ, INC.

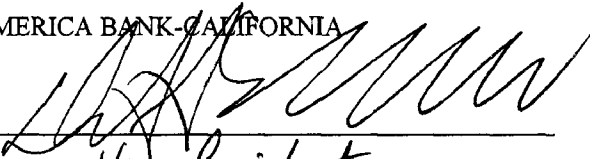
By: 
Title: President & CEO

Address of Bank:

Comerica Bank-California
Commercial Loan Services Department
9920 S. La Cienega Blvd., 14th Floor
Inglewood, CA 90301

BANK:

COMERICA BANK-CALIFORNIA

By: 
Title: Vice President

Attn: Loan Documentation

EXHIBIT A

Copyrights

NONE

44524:00028 : AUSTIN : 269231.1

TRADEMARK
REEL: 002905 FRAME: 0651

EXHIBIT B

Patents

See Attached.

NetBotz Inc.

List of Patents, Trademarks and Domain Names

Patents:

Title	Country	Application No.	Filing Date	Status
METHOD AND SYSTEM FOR A SET OF NETWORK APPLIANCES WHICH CAN BE CONNECTED TO PROVIDE ENHANCED COLLABORATION, SCALABILITY AND RELIABILITY	US	10/057,563	1/25/2002	Published
METHOD AND SYSTEM FOR A SET OF NETWORK APPLIANCES WHICH CAN BE CONNECTED TO PROVIDE ENHANCED COLLABORATION, SCALABILITY AND RELIABILITY	WO	US02/02326	1/25/2002	Pending
METHOD AND SYSTEM FOR MONITORING COMPUTER NETWORKS AND EQUIPMENT	AU	12395/01	10/26/2000	Pending
METHOD AND SYSTEM FOR MONITORING COMPUTER NETWORKS AND EQUIPMENT	CA	x,xxx,xxx	10/26/2000	Pending
METHOD AND SYSTEM FOR MONITORING COMPUTER NETWORKS AND EQUIPMENT	EP	00 123523.3	10/27/2000	Published
METHOD AND SYSTEM FOR MONITORING COMPUTER NETWORKS AND EQUIPMENT	US	09/429,504	10/27/1999	Pending
METHOD AND SYSTEM FOR MONITORING COMPUTER NETWORKS AND EQUIPMENT	WO	US00/29689	10/26/2000	Pending
SENSOR PLAYBACK METHOD AND SYSTEM	US	10/107,917	3/27/2002	Pending
SENSOR PLAYBACK METHOD AND SYSTEM	WO	US02/09178	3/27/2002	Pending
METHODS FOR DISPLAYING PHYSICAL NETWORK TOPOLOGY AND ENVIRONMENTAL STATUS BY LOCATION, ORGANIZATION, OR RESPONSIBLE PARTY	US	10/107,962	3/27/2002	Pending
METHODS FOR DISPLAYING PHYSICAL NETWORK TOPOLOGY AND ENVIRONMENTAL STATUS BY LOCATION, ORGANIZATION, OR RESPONSIBLE PARTY	WO	US02/09179	3/27/2002	Pending
METHOD AND APPARATUS FOR COLLECTING AND DISPLAYING NETWORK DEVICE INFORMATION	US	60/377,708	5/3/2002	Pending
USB CONNECTED DEVICE	US	10/107,0035	4/14/2003	Provisional
METHOD AND SYSTEM FOR JOURNALING AND ACCESSING SENSOR AND CONFIGURATION DATA	US	10/107,0036	4/14/2003	Provisional
METHOD AND APPARATUS FOR CONNECTING PERIPHERAL DEVICES TO A BASE SYSTEM	US	10/107,0037	4/14/2003	Provisional
EXTENSIBLE SENSOR MONITORING, ALERT PROCESSING, AND NOTIFICATION SYSTEM AND METHOD	US	10/107,0038	4/14/2003	Provisional

Confidential

TRADEMARK
REEL: 002905 FRAME: 0653

EXHIBIT C

Trademarks

See Attached.

NetBotz Inc.

Trademarks:

Trademark	Application No.	Status	Filing Date	Country
'BOTZ	76/401,676	Pending	4/26/2002	US
BOTZWARE	76/401,530	Registered	4/29/2002	US
NETBOTZ	905886	Registered	3/8/2002	Australia
NETBOTZ	1133467	Pending	3/8/2002	Canada
NETBOTZ	2607778	Pending	3/8/2002	EC
NETBOTZ	2002-18221	Registered	3/8/2002	Japan
NETBOTZ	76/310,853	Registered	9/10/2001	US
NETBOTZ & Design	76/461,571	Pending	10/24/2002	US
RACKBOTZ	76/188,597	Registered	1/2/2001	US
WALLBOTZ	76/188,596	Published - January 14, 2003	1/2/2001	US

Domain names:

netbotz.com	physicalthreats.com
netbotz.net	rackbots.com
netbotz.org	rackbotz.com
netboltz.com	wallbotz.com
netbolts.com	wallbots.com
physicalthreat.com	

Confidential