

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	SECURITY INTEREST
-----------------------	-------------------

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DORADO NETWORK SYSTEMS CORPORATION		09/09/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	COMERICA BANK
Street Address:	2321 ROSECRANS AVE
Internal Address:	Suite 5000
City:	EL SEGUNDO
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	Michigan banking corporation:

PROPERTY NUMBERS Total: 11		
Property Type	Number	Word Mark
Serial Number:	78386819	WATCHMAN
Serial Number:	78378775	SCHEDULEMASTER
Serial Number:	78238332	MID-OFFICE MASTER
Serial Number:	78233543	.MOR
Serial Number:	76976200	PRICEMASTER
Serial Number:	76405429	
Serial Number:	76347908	PRICEMASTER
Serial Number:	76347907	OFFERMASTER
Serial Number:	76347905	CHANNELMASTER
Registration Number:	2824888	
Registration Number:	2787472	CHANNELMASTER

CORRESPONDENCE DATA	
Fax Number:	(858)677-1401

900013147

**TRADEMARK
 REEL: 002942 FRAME: 0088**

CH \$290.00 78386819

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 858-638-6717
Email: eobrien@graycary.com
Correspondent Name: Erin O'Brien
Address Line 1: 4365 Executive Drive
Address Line 2: Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	12130,1090371-801200
-------------------------	----------------------

NAME OF SUBMITTER:	Erin O'Brien
--------------------	--------------

Total Attachments: 5
source=DORado#page1.tif
source=DORado#page2.tif
source=DORado#page3.tif
source=DORado#page4.tif
source=DORado#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 9, 2004 by and between COMERICA BANK ("Bank") and DORADO NETWORK SYSTEMS CORPORATION, a California corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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). 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 the proceeds of certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. 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 Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in all accounts and general intangibles that consist of rights to payment and proceeds from the sale, licensing or disposition of 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) (collectively, "Rights to Payment").

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.

Notwithstanding the foregoing, if a judicial authority (including a U.S. Bankruptcy Court) holds that a security interest in the underlying Intellectual Property is necessary to have a security interest in the Rights to

Payment, then the Collateral shall automatically, and effective as of the Closing Date, include the Intellectual Property to the extent necessary to permit perfection of Bank's security interest in the Rights to Payment.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

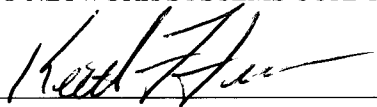
GRANTOR:

DORADO NETWORK SYSTEMS CORPORATION

Address of Grantor:

1200 Park Place, Suite 400
San Mateo, CA 94403

Attn: Chief Executive Officer

By: 

Title: CFO

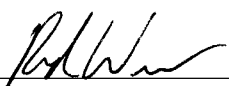
BANK:

COMERICA BANK

Address of Bank:

2321 Rosecrans Ave., Suite 5000
El Segundo, CA 90245

Attn: Manager

By: 

Title: VP

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Watchman	78/386,819	03/18/04
ScheduleMaster	78/378,775	03/04/04
Mid-office Master	78/238,332	04/16/03
.MOR	78/233,543	04/03/03
PriceMaster	76/976,200	12/11/01
(design only)	76/405,429	05/09/02
PriceMaster	76/347,908	12/11/01
OfferMaster	76/347,907	12/11/01
ChannelMaster	76/347,905	12/11/01
(design only)	2,824,888	03/23/04
ChannelMaster	2,787,472	11/25/03