

04-19-2004



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

J.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): 4/14/04
 Router Solutions, Inc.

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

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

2. Name and address of receiving party(ies)
 Name: MVP America, LP
 Internal
 Address: _____
 Street Address: 8201 Greensboro Drive, Suite 216
 City: Falls Church State: VA Zip: 22102

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership - Delaware _____
 Corporate- _____
 Other _____

If assignee is not domiciled in the United States, a domestic representation designation is attached: Yes No
 Designation 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 Amendment to Security Agreement

Executive Date: March 15, 2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 78/381267, 78/381282
78/382516

Additional number(s) attached Yes No

B. Trade Registration No. (s) _____

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Matthew A. Pater, Esq.
 Internal Address: Swidler Berlin Shereff Friedman, LLP
 Street Address: 3000 K Street, N.W., Suite 300
 City: Washington State: DC Zip: 20007

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-5127 (15759.0007)

DO NOT USE THIS SPACE

9. Signature.
Matthew A. Pater, Esq.  April 14, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

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

04/16/2004 ECOOPER 00000211 195127 78381267
 01 FC:8521 40.00 DA
 02 FC:8522 50.00 DA

TRADEMARK REEL: 002949 FRAME: 0483

**AMENDMENT
TO
SECURITY AGREEMENT**

THIS AMENDMENT TO SECURITY AGREEMENT (this "*Amendment*") is effective as of the 15th day of March, 2004, by and between MVP America, LP, a Delaware limited partnership (the "*Secured Party*"), and Router Solutions, a Delaware corporation (the "*Grantor*").

WHEREAS, pursuant to that certain Bridge Loan Agreement, dated as of September 26, 2003, by and between the Grantor and the Secured Party (as the same may be amended from time to time, the "*\$250,000 Bridge Loan Agreement*"), among other things, the Grantor issued to the Secured Party a Convertible Bridge Note, dated September 26, 2003 (as the same may be amended from time to time, the "*2003 Note*"), and executed and delivered to the Secured Party a Security Agreement, dated September 26, 2003 (as the same may be amended from time to time, the "*Security Agreement*");

WHEREAS, in connection with the Grantor's execution and delivery of that certain \$100,000 Bridge Loan Agreement, dated as of March 15, 2004, by and between the Grantor and the Secured Party (the "*\$100,000 Bridge Loan Agreement*"), the Grantor issued to the Secured Party a Convertible Bridge Note (the "*2004 Note*");

WHEREAS, the Grantor and the Secured Party desire to amend the Security Agreement to grant to the Secured Party a security interest in the Collateral (as defined in the Security Agreement) to secure the 2004 Note (in addition to the Secured Party's security interest in the Collateral which secures the 2003 Note); and

WHEREAS, the parties hereto desire to set forth herein the terms and conditions of their agreements and understandings with respect to the foregoing.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Capitalized Terms. Unless specifically defined herein, all capitalized terms shall have the meanings assigned to them in the Security Agreement. For purposes of the Security Agreement, (a) "*Loan*" shall mean the aggregate sum of Two Hundred Fifty Thousand Dollars (\$250,000), pursuant to the \$250,000 Bridge Loan Agreement, and One Hundred Thousand Dollars (\$100,000), pursuant to the \$100,000 Bridge Loan Agreement; (b) "*Bridge Loan Agreement*" shall mean the \$250,000 Bridge Loan Agreement and the \$100,000 Bridge Loan Agreement; and (c) "*Note*" shall mean the 2003 Note and the 2004 Note.

2. Recitals. The foregoing recitals are by this reference, hereby incorporated herein and made a substantive part hereof. The first recital in the Security Agreement is hereby deleted in its entirety.

3. Representations, Warranties and Covenants. Except as set forth on the updated Schedule of Exceptions attached hereto as Schedule 3, if any, Grantor hereby represents and warrants that each of the representations and warranties set forth in Section 3 of the Security Agreement are true and correct as of the date hereof, with the same force and effect as if they had been made on and as of such date.

4. Exhibit D to Security Agreement. Exhibit D of the Security Agreement is hereby amended to include and add the following trademarks:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
US Trademark for Network Operations Management	78381267	March 9, 2004
US Trademark for NetXML	78381282	March 9, 2004
US Trademark for Exception-driven Network Management: eTeas	78382516	March 11, 2004

5. No Conflict. To the extent that any provision of this Amendment conflicts with or differs from any provision of the Security Agreement, such provisions of this Amendment shall prevail and govern for all purposes and in all respects.

6. Security Agreement. Except as modified hereby, the Security Agreement and its terms and provisions are hereby ratified and confirmed for all purposes and in all respects.

7. Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.


[Signatures appear on the following pages]

ROUTER SOLUTIONS, INC.
AMENDMENT TO SECURITY AGREEMENT
COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the day and year first written above.

GRANTOR:

ROUTER SOLUTIONS, INC.


By: 
Name: MICHAEL J. BOREK
Title: PRESIDENT + CEO

ROUTER SOLUTIONS, INC.
AMENDMENT TO SECURITY AGREEMENT
COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the day and year first above written.

SECURED PARTY:

MVP AMERICA, LP

By: 
Name: JEFFREY A. FRIEDMAN
Title: MANAGING DIRECTOR