

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Koolspan, Inc.  
11134 Stephalee Lane  
North Bethesda, MD 20852-3656

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

Citizenship (see guidelines) Delaware

Execution Date(s) October 6, 2004

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
 Additional names, addresses, or citizenship attached?  No

Name: Rose Tech Ventures LLC

Internal Address: 5th Floor

Street Address: 200 Madison Avenue

City: New York

State: New York

Country: U.S.A. Zip: 10016

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Company Citizenship Delaware

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)

**3. Nature of conveyance:**

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
76/368773; 76/368687

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
SMART WIFI; KOOLSPAN

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

Name: Jessica L. Rothstein

Internal Address: Goodwin Procter LLP

Street Address: 599 Lexington Avenue

City: New York

State: New York Zip: 10022

Phone Number: 212-813-8800

Fax Number: 212-355-3333

Email Address: jrothstein@goodwinprocter.com

**6. Total number of applications and registrations involved:** 2

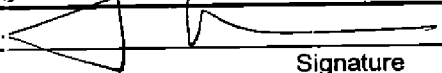
**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 65.00

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number 06-0923  
 Authorized User Name Jessica Rothstein

**9. Signature:**  \_\_\_\_\_

Date: October 19, 2004

\_\_\_\_\_  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$65.00 060923 76368773

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated October 6, 2004, is made by Koolspan, Inc., a Delaware corporation (the "Company"), in favor of Rose Tech Ventures LLC, as Agent (the "Secured Party").

WHEREAS, the Company has entered into a Senior Secured Convertible Note Purchase Agreement dated as of October 6, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), with the Secured Party, and the Investors from time to time parties thereto. Terms defined in the Purchase Agreement and not otherwise defined herein are used herein as defined in the Purchase Agreement.

WHEREAS, as a condition precedent to the making of loans under the Purchase Agreement, the Company has executed and delivered that certain Security Agreement made by the Company to the Secured Party dated as of October 6, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Company has granted a security interest in, among other property, certain intellectual property of the Company to the Secured Party, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement covering such intellectual property for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees as follows:

SECTION 1. Grant of Security. The Company hereby grants to the Secured Party a security interest in and to all of the Company's right, title and interest in and to the following (the "Collateral"):

(i) The United States patents, patent applications; and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this Intellectual Property Security Agreement, each such supplement being in substantially the form of Appendix A hereto (an "Intellectual Property Security Agreement Supplement"), executed and delivered by such Company to the Secured Party from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by Intellectual Property Security Agreement Supplements executed and delivered by the Company to the Secured Party from time to time), (the "Trademarks");

(iii) The copyrights, United States copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by Intellectual Property Security Agreement Supplements executed and delivered by the Company to the Secured Party from time to time) (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Company authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Company does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Company has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KOOLSPAN, INC.

By: Anthony C Faccenda  
Name: Anthony C. FACCENDA  
Title: CEO

Address for Notices:

EXHIBIT B  
to  
SECURITY  
AGREEMENT

LIST OF MARKS

“Smart WiFi”	76/368773
“KoolSpan”	76/368687

EXHIBIT C  
to  
SECURITY  
AGREEMENT

LIST OF PATENTS AND APPLICATIONS

<b>P1</b>	<b>Localized Network Authentication and Security Using Tamper-Resistant Keys</b> Reference: 62922.000003, Assigned 60/416,583 Application Number: 10/679,371	10/8/02
<b>P2</b>	<b>Shared Network Access Using Different Access Keys</b> Reference: 62922.000004, Assigned 60/422,474, Application Number: 10/679,268	10/31/02
<b>P3</b>	<b>Self-Managed Network Access Using Localized Access Management</b> Reference: 62922.000002, Application Number: 60/477,921	6/13/03
<b>P4</b>	<b>Subnet Box</b> Reference: 62922.5, Assigned 60/500,651	9/8/03
<b>P8</b>	<b>Mass Subscriber Management</b> Reference: 62922.7, Assigned 60/511,096	10/15/03
<b>P6</b>	<b>Remote, Secure Authorization</b> Reference: 6922.6, Assigned 60/526/095	12/02/03
<b>P5</b>	<b>Automatic Hardware-Enabled VPN</b> Reference: 6299.8, Assigned 60/526/123	12/02/03

**Appendix A  
to the Intellectual Property Security Agreement**

**FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "Intellectual Property Security Agreement Supplement") dated \_\_\_\_\_ is made by the person listed on the signature page hereof (the "Company") in favor of ROSE TECH VENTURES LLC (the "Secured Party").

WHEREAS, the Company has entered into a Senior Secured Convertible Note Purchase Agreement dated as of October 6, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), with the Secured Party, and the Investors from time to time parties thereto. Terms defined in the Purchase Agreement and not otherwise defined herein are used herein as defined in the Purchase Agreement.

WHEREAS, as a condition precedent to the making of loans under the Purchase Agreement, the Company has executed and delivered that certain Security Agreement made by the Company to the Secured Party dated as of October 6, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). To create a short form version of the Security Agreement covering certain intellectual property of the Company with the United States Patent and Trademark Office, the United States Copyright Office, and other governmental authorities, the Company has executed and delivered that certain Intellectual Property Security Agreement made by the Company to the Secured Party dated October 6, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement").

WHEREAS, under the terms of the Security Agreement and the Intellectual Property Security Agreement, the Company has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Company to the Secured Party and has agreed as a condition thereof to execute this Intellectual Property Security Agreement Supplement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company agrees as follows:

**SECTION 1. Confirmation of Grant of Security.** The Company hereby acknowledges and confirms the grant of a security interest to the Secured Party under the Security Agreement and the Intellectual Property Security Agreement in and to all of the Company's right, title and interest in and to the following (the "Additional Collateral"):

- (i) The United States patents, patent applications, and patent licenses set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-

in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (the "Trademarks");

(iii) The copyrights, associated United States copyright registrations and applications-, and copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

**SECTION 2. Supplement to Security Agreement and IP Security Agreement.** Schedule C, D and E to the Security Agreement and Schedule[s] [A,] [B and] [C] to the Intellectual Property Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

**SECTION 3. Recordation.** The Company authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this Intellectual Property Security Agreement.



IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KOOLSPAN, INC.

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

Name:

Title:

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_