

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	12/10/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Holocom Networks		12/10/2004	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Columbus Nova Partners LLC
Street Address:	590 Madison Avenue
Internal Address:	38th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company:

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2869867	TOPRUNNER
Registration Number:	2521005	HOLOCOM
Registration Number:	2605354	HOLOCOM NETWORKS

**CORRESPONDENCE DATA**

Fax Number: (415)591-1400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: ggillen@winston.com  
 Correspondent Name: Grace Gillen  
 Address Line 1: 101 California Street, Suite 3900  
 Address Line 2: Winston & Strawn LLP  
 Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Eva Franko
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Signature:

/Eva Franko/

Date:

12/30/2004

**Total Attachments: 5**

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**COLLATERAL GRANT OF SECURITY INTEREST IN  
PATENTS AND TRADEMARKS**

This Collateral Grant of Security Interest in Patents and Trademarks (this "Agreement") is made on this 10th day of December 2004, by HOLOCOM NETWORKS, a California corporation ("Grantor"), for the benefit of COLUMBUS NOVA PARTNERS LLC, a Delaware limited liability company ("Lender").

WHEREAS, Grantor owns an interest in the patents and applications for patents, and is a party to the patent licenses listed on Schedule A;

WHEREAS, Grantor owns an interest in the trademarks and applications for trademarks, and is a party to the trademark licenses listed on Schedule B; and

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of December 10, 2004 (the "Loan Agreement"), Grantor has granted to Lender a security interest in all of Grantor's assets, including all right, title and interest of Grantor in, to and under all of Grantor's Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for Patents or Trademarks (each as defined in the Loan Agreement), and all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all the Obligations (as defined in the Loan Agreement).

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

1. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of the Obligations, Grantor hereby grants to Lender a continuing security interest in all of Grantor's now existing or hereafter acquired right, title, and interest in all of the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising:

(i) all Patents, Patent Licenses, and applications for Patents, including those listed on Schedule A;

(ii) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule B; and

(iii) all Proceeds of the foregoing.

2. Authorization. Grantor hereby authorizes Lender to file this Agreement with the U.S. Patent and Trademark Office and take any other actions necessary to enable Lender to perfect its security interest in the Intellectual Property Collateral. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. Security for Obligations. The security interest in the Intellectual Property Collateral is granted to secure the Obligations under and pursuant to the Loan Agreement, and other Loan Documents (as defined in the Loan Agreement). Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security

interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement and other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All capitalized terms and rules of construction used herein but not defined or established herein shall be applied herein as defined or established in the Loan Agreement.

4. Governing Law. This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of law principles hereof, and (where applicable) the laws of the United States of America.

5. Further Assurances. At any time and from time to time, upon the written request of Lender, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Lender may request for the purpose of enabling Lender to perfect or preserve its security interest in the Intellectual Property Collateral, including, without limitation, the filing by Lender of any additional, supplemental, or amended Collateral Grant of Security Interest of Patents and Trademarks with the U.S. Patent and Trademark Office, or the filing by Lender of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or in the Loan Agreement.

6. Lender's Right to Sue. From and after the occurrence and during the continuance of an Event of Default under the Loan Agreement, subject to the terms of the Loan Agreement, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name against any third parties to enforce Lender's interests in and to the Intellectual Property Collateral, and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute and deliver any and all proper documents, instruments or information that may be necessary or desirable to aid Lender in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in the exercise of the foregoing rights. Any recovery from such suits shall be applied by Lender in the order or priorities set forth in the Loan Agreement.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantor and Lender.

8. Binding Effect. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Lender, its nominees and assigns.

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IN WITNESS WHEREOF, Grantor has duly executed this Collateral Grant of Security Interest in Patents and Trademarks as of the date first set forth above.

Grantor:

**HOLOCOM NETWORKS**

Signature: *Burke Schwaner*

Print Name: Burke Schwaner

Title: CEO

**SCHEDULE A**

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND  
TRADEMARKS BY HOLOCOM NETWORKS IN FAVOR OF COLUMBUS NOVA  
PARTNERS, LLC**

**PATENTS, PATENT APPLICATIONS AND PATENT LICENSES**

<b>PATENTS</b>		
<b>Patent Name</b>	<b>Status and Date Issued</b>	<b>Patent Number</b>
None		

<b>PATENT APPLICATIONS</b>		
<b>Name</b>	<b>Status and Date Filed</b>	<b>Application Number</b>
None		

<b>PATENT LICENSES</b>			
<b>Name</b>	<b>Licensor</b>	<b>Licensee</b>	<b>Patent/Application Number</b>
Variable-Type Cable Management and Distribution System	Secured Systems Licensing, LLC	Holocom Networks	5,831,211
Secure Enclosure for Access to Cabled System	Secured Systems Licensing, LLC	Holocom Networks	10/112,353
Secure Conduct (Pathway) System for Telecommunications and Communications Transmission Equipment, Environmental Analyses E-equipment, Computer Equipment and the Like, "Secure Conduit System"	Secured Systems Licensing, LLC	Holocom Networks	10/690,212

**SCHEDULE B**

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND  
TRADEMARKS BY HOLOCOM NETWORKS IN FAVOR OF COLUMBUS NOVA  
PARTNERS, LLC**

**TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES**

<b>TRADEMARKS</b>			
<b>Name</b>	<b>Date Filed or Issued</b>	<b>Serial Number</b>	<b>Status</b>
Top Runner	04/01/1999	2,869,867	Registered
Holocom	12/18/2001	2,521,005	Registered
Holocom Networks	12/27/1999	2,605,354	Registered

<b>TRADEMARK APPLICATIONS</b>			
<b>Name</b>	<b>Date Filed</b>	<b>Serial Number</b>	<b>Status</b>
None			

<b>TRADEMARK LICENSES</b>			
<b>Name</b>	<b>Licensor</b>	<b>Licensee</b>	<b>Number</b>
None			