

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
Leapstone Systems, Inc.		12/30/2004	CORPORATION:

RECEIVING PARTY DATA

Name:	New Enterprise Associates 9, Limited Partnership
Street Address:	1119 St. Paul Street
City:	Balitmore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	LIMITED PARTNERSHIP:

Name:	Accel VIII, L.P.
Street Address:	428 University Avenue
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP:

Name:	Accel Internet Fund IV L.P.
Street Address:	428 University Avenue
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP:

Name:	Accel Investors 2003 L.L.C.
Street Address:	428 University Avenue
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301

OP \$65.00 2800952

Entity Type:	Limited Liability Company:
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Name:	Burn3 LLC
Street Address:	428 University Avenue
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	Limited Liability Company:

Name:	Homestake Partners L.P.
Street Address:	428 University Avenue
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP:

Name:	The Swartz Foundation
Street Address:	428 University Avenue
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	Foundation:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2800952	LEAPSTONE SYSTEMS
Registration Number:	2778391	LEAPSTONE SYSTEMS

CORRESPONDENCE DATA

Fax Number: (617)574-7832
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6175743570
Email: gschall@goulstonstorrs.com
Correspondent Name: Gary Schall
Address Line 1: 400 Atlantic Avenue
Address Line 2: Goulston & Storrs
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Gary Schall
Signature:	/Gary Schall/

Date:

01/03/2005

Total Attachments: 13

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AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT (this "**Agreement**"), is made and entered into as of December 30, 2004, by and among Leapstone Systems, Inc., a Delaware corporation ("**Debtor**"), and the secured parties listed on Exhibit A attached hereto (the "**Secured Parties**"), with reference to the following:

RECITALS

A. Certain secured parties (the "**Original Secured Parties**") and Debtor entered into that certain Note Purchase Agreement dated as of November 26, 2004 (the "**Demand Note Purchase Agreement**"), pursuant to which the Original Secured Parties have made certain loans ("**Demand Notes**") to Debtor, subject to the terms and conditions set forth therein.

B. In connection with and in order to secure Debtor's obligations under the Demand Note Purchase Agreement, the Original Secured Parties and Debtor entered into that certain Security Agreement, dated as of November 26, 2004 (the "**Original Security Agreement**"), pursuant to which Debtor granted a security interest in certain of its assets to the Original Secured Parties.

C. Debtor has issued and sold the Notes (as defined below) and warrants to certain investors, including the Original Secured Parties, as of the date hereof, pursuant to that certain Note and Warrant Purchase Agreement (the "**Purchase Agreement**"), and the Original Secured Parties have exchanged their Demand Notes for the Notes as of the date hereof in accordance with the Purchase Agreement.

D. Debtor and the Original Secured Parties desire to amend and restate the Original Security Agreement to reflect the exchange of the Demand Notes for the Notes and the addition of new secured parties (if any) to this Agreement.

E. Accel VIII L.P. ("**SP Representative**") shall act as representative of the Secured Parties with respect to certain matters set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor and Secured Parties hereby agree as follows:

1. **Definitions and Principles of Construction.** Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement, and this Agreement (including capitalized terms defined herein) shall be interpreted in accordance with, the Purchase Agreement. Without limiting the foregoing, the following capitalized terms shall have the meanings set forth below:

"**Lien**" on any asset means any lien, security interest, mortgage, deed of trust, pledge, charge, judgment, restrictive covenant or easement or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected or effective under

applicable law, as well as the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset.

“**Notes**” means those certain Convertible Secured Subordinated Promissory Notes issued on or after the date hereof to the Secured Parties pursuant to the Purchase Agreement, as such Purchase Agreement is amended from time to time.

“**Proceeds**” has the meaning assigned to the term “proceeds” under Section 9102(a)(64) of the UCC and shall also mean and include any and all amounts from time to time paid or payable under or in connection with any of the Collateral, including any amounts paid or payable upon any voluntary or involuntary sale, exchange, disposition or other transfer of any of the Collateral.

“**Secured Obligations**” means all obligations to pay principal and interest and all other liabilities and obligations, howsoever arising, owed by Debtor to Secured Parties under the Notes, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, pursuant to the terms hereof or the Purchase Agreement, including all principal, interest, fees, charges, expenses, attorneys’ fees, and other amounts chargeable to and payable by Debtor hereunder or under the Purchase Agreement.

“**UCC**” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New Jersey; provided, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New Jersey, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for the purposes of the provision hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

2. **Security Interests.** Debtor hereby grants to the Secured Parties, to secure the payment and performance in full of all of the Secured Obligations, a security interest in the following properties, assets and rights of the Company, wherever located, whether now owned or hereafter acquired or arising, and all Proceeds and products thereof: (i) Accounts; (ii) Chattel Paper; (iii) the Commercial Tort Claims set forth in Exhibit B hereto; (iv) Deposit Accounts; (v) Documents; (vi) Equipment; (vii) Fixtures; (viii) General Intangibles; (ix) Goods; (x) Instruments; (xi) Inventory; (xii) Investment Property and Financial Assets; (xiii) Letter-of-Credit Rights and letters of credit; (xiv) Money; (xv) books, records, computer programs, databases and other materials pertaining to any of the foregoing; (xvi) Supporting Obligations and Proceeds and products of any of the foregoing; (xvii) insurance claims and proceeds; and (xviii) all copyrights, copyright applications, copyright registrations and like protection, each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired, any and all patents and patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuation-in-part of the same, any and all trademarks, servicemarks and applications thereof, any trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information now owned or hereafter acquired; or any claims for damage by way of any past, present and future infringement of any of the foregoing (collectively, the “Intellectual Property”) and including any accounts, accounts

receivable, general intangibles and rights to payment with respect to the Intellectual Property (all such property described in clauses (i)-(xviii), the "**Collateral**"). The Debtor's patents and patent applications, trademarks and service marks are set forth in Exhibit B hereto.

3. **Representations and Warranties.** Debtor hereby represents and warrants that Debtor is lawfully possessed of good and marketable title in and to the Collateral, free from any Lien, including purchase money security interest, claim, set-off, defense, counterclaim or encumbrance; (b) Debtor has full power and lawful authority to grant and assign, and this Agreement creates, a security interest and Lien in favor of Secured Parties in and to the Collateral under this Agreement or any amendment hereof as contemplated in this Agreement; (c) all items of Collateral are in all respects what they purport to be; (d) Debtor knows of no financing statement or other instrument or agreement similar in effect now on file in any public office covering any Collateral except for a financing statement filed on April 9, 2002, by Sun Microsystems Financing, a Sun Microsystem, Inc., Business and a financing statement filed on May 26, 2004 by Silicon Valley Bank; and (e) Debtor knows of no fact that would impair its title to any of the Collateral, the Collateral's validity or enforceability, Debtor's ability to perform their obligations hereunder, Secured Parties' rights and remedies hereunder, or the validity or security interest and Lien upon the Collateral created by this Agreement.

4. **Financing Statements and Notice.** Debtor hereby authorizes each Secured Party, without notice or the signature of Debtor, to file any financing statements and any amendments thereto or continuations thereof, naming Debtor as Debtor and Secured Parties as Secured Parties, with respect to the Collateral. At any Secured Party's request, Debtor will join with such Secured Party in executing any such financing statements, amendments or continuations. In order to perfect, maintain or protect its security interest and Lien granted hereunder, any Secured Party may give notice of its security interest and Lien in the Collateral, and/or may deliver a copy of this Agreement, to any Person.

5. **Preservation of Collateral and Security Interest.**

(a) Debtor shall at all times keep accurate and complete records with respect to Collateral and shall furnish to any Secured Party upon request copies of its records relating to Collateral and all additional information reasonably requested by any Secured Party. Any Secured Party's representatives shall, during reasonable business hours, have the right to enter upon any of Debtor's premises, inspect any and all Collateral, and examine and make copies of Debtor's records relating to Collateral.

(b) Debtor covenants and agrees that Debtor shall not, and shall not permit any of its affiliates, after the date hereof, to (i) sell (except for the sale of (x) Inventory in the ordinary course of business or worn-out or obsolete Equipment or (y) non-exclusive licenses and similar arrangements for the use of Collateral in the ordinary course of business), assign, pledge, hypothecate or otherwise transfer or encumber, or suffer any Lien to exist on, all or any portion of the Collateral, or (ii) take any other action which would result in any material adverse affect on the Collateral. Debtor shall after the date hereof, except as otherwise consented to in writing by the SP Representative, keep all Collateral free from all levies, attachments, Liens, encumbrances and charges of whatsoever kind. Within ten (10) days of its occurrence, Debtor shall give written notice to all Secured Parties of any loss of, or material damage to any

Collateral. Debtor shall give immediate written notice to all Secured Parties of any levy, attachment, Lien, encumbrance or charge against or upon Collateral which shall not be discharged, released or satisfied within ten (10) days after Debtor obtains actual knowledge thereof. SP Representative may, at its option, indicate that the Secured Parties will pay or cause the discharge of taxes, Liens, attachments, security interests or any other encumbrances at any time levied or placed on Collateral, take any action to maintain and preserve Collateral and remedy any breach of Debtor hereunder. Debtor shall do, execute and deliver all additional acts, deeds, and instruments as any Secured Party may require, to more completely vest in and assure to such Secured Party its rights hereunder.

6. **Rights Upon Event of Default.**

(a) Upon the occurrence and during the continuance of any material default under the Financing Documents (as defined in the Purchase Agreement) (an “**Event of Default**”), Secured Parties, through SP Representative, shall be entitled to exercise in respect of the Collateral any of the rights and remedies available to a secured party under the UCC, in addition to any other rights and remedies available to Secured Parties under applicable law and in equity.

(b) Upon the occurrence and during the continuance of any Event of Default, Debtor shall, upon receipt of any proceeds (including, but not limited to, Proceeds), dividend, stock certificate or other sums arising from the sale or other disposition of Collateral, hold same in trust for Secured Parties in the form received, and shall forthwith, upon notice or demand from SP Representative, endorse, transfer and deliver same to Secured Parties as directed in such notice or demand from SP Representative.

(c) Debtor hereby irrevocably appoints SP Representative its true and lawful agent, to act in the event of an Event of Default in Debtor’s name or in Secured Parties’ name as fully and completely as though SP Representative were the absolute owner of such Collateral for all purposes. Nothing herein shall be construed as requiring SP Representative to make any demand or inquiry as to the nature or sufficiency of any payment, shares of capital stock or other securities or dividends received by it, or to take any action with respect to all or any portion of the Collateral or moneys, proceeds (including, but not limited to, Proceeds), income, shares of capital stock or other securities and dividends, due or to become due thereunder, and no such action taken or omitted to be taken, or delay, by SP Representative, shall give rise to any defense, counterclaim or set-off in favor of Debtor or to any claim or action against Secured Parties. Any sale of Collateral shall be conducted in a commercially reasonable manner.

7. **Possession of Collateral.** Upon the occurrence and during the continuance of an Event of Default, SP Representative shall be entitled, without notice to Debtor, to the appointment of a receiver to take possession of all or any portion of the Collateral, and may require Debtor to assemble all or any portion of the Collateral and make the same available to SP Representative at a place to be designated by SP Representative, reasonably convenient to both parties.

8. **Remedies Cumulative and Not Waivable.** The rights and remedies of Secured Parties herein expressly specified are cumulative and not exclusive of other contractual, common law or statutory rights and remedies which Secured Parties may have, including, but not limited to, the right of set-off and all rights and remedies of a secured party under the UCC. Secured Parties shall be under no duty to exercise or withhold the exercise of any of their rights and remedies provided hereunder or otherwise. No omission or delay by Secured Parties in exercising any such right or remedy shall operate as a waiver or partial waiver of any such right or remedy thereof; nor shall any single or partial exercise of any such right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

9. **Remedies Fully Exercisable.** All rights and remedies that Secured Parties may have available to them under arrangements to secure or support the Secured Obligations (including but not limited to any right of setoff, guaranty, bond, letter of credit, insurance, security agreement, pledge, mortgage or deed of trust) may be exercised from time to time, in part or in whole, and in any order by Secured Parties without marshalling Debtor's assets, and without regard to the effect of exercise of one right or remedy upon another right or remedy, the existence of other security interests, Liens or encumbrances upon any of Debtor's property, or the relative degree or amount of equity that Debtor shall have in one asset as against another.

10. **Expenses of Secured Parties and Indemnification.** Debtor shall pay or reimburse to Secured Parties upon demand all costs of Secured Parties (including all reasonable attorneys' fees and disbursements), whether incurred prior or subsequent to the occurrence of an Event of Default, incident to the establishment, defense, exercise or enforcement of its rights under this Agreement, or the defense of any action arising in connection with this Agreement, including, but not limited to, all costs incurred by Secured Parties under, or in exercising rights given in, Sections 4, 5, 6 and 7 hereof. Except as otherwise provided herein expressly, Debtor hereby agrees to indemnify and hold harmless Secured Parties, absent Secured Parties' gross negligence or willful misconduct, from and against all claims, losses, judgments and liabilities arising in connection with any Collateral, this Agreement or exercise of any right or remedy of Secured Parties.

11. **Notices; Waiver of Presentment, etc.** Any notice, demand or request hereunder shall be effective if sent in accordance with Section 8(e) of the Purchase Agreement. Debtor hereby waives presentment, notice of dishonor and protest of any instruments included in or evidenced by Secured Obligations and all other notices not expressly required by this Agreement.

12. **GOVERNING LAW; RESOLUTION OF DISPUTES.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO AGREEMENTS MADE AND PERFORMED WHOLLY IN SUCH STATE. EXCEPT AS MAY BE OTHERWISE PROVIDED HEREIN OR AS THE CONTEXT MAY REQUIRE, ALL TERMS USED HEREIN SHALL HAVE THE MEANING ASCRIBED TO THEM BY THE UCC. NEITHER THE DEBTOR NOR THE SECURED PARTIES SHALL SEEK A JURY TRIAL IN ANY ACTION BASED UPON OR ARISING OUT OF THIS OR ANY RELATED DOCUMENT OR

AGREEMENT. DEBTOR WILL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH TRIAL BY JURY HAS NOT BEEN WAIVED.

13. **Assignment.** Debtor shall not assign any of its rights or obligations under this Agreement without the prior written consent of SP Representative. Secured Parties shall have the right, without the consent or approval of, but with written notice to, Debtor, to assign, pledge or otherwise transfer or dispose of any or all of its right, title and interest in, to and under this Agreement.

14. **Amendments, etc.** Except as otherwise provided herein, no amendment, modification, termination or waiver of any provision of this Agreement, nor consent to any departure by Debtor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Secured Parties holding at least a majority of the then outstanding principal due on the Notes, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

15. **Further Assurances.** In addition to the acts specifically required in this Agreement, Debtor and Secured Parties each agree to perform or cause to be performed any and all such further acts and to provide such further assurances as may be reasonably necessary to effect the transactions contemplated hereby, including the execution, delivery and, if applicable, filing of such additional documents and instruments as may be reasonably requested by the other party.

16. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

17. **Headings.** The Section and paragraph headings herein are for convenience only and shall not affect the construction or interpretation hereof.

18. **Binding Effect.** This Agreement shall become effective when it shall have been executed and delivered by Debtor and Secured Parties, and hereafter shall be binding upon Debtor and inure to the benefit of Debtor and Secured Parties and their respective successors and permitted assigns.

19. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

19. **Silicon Valley Bank Limitations.** Notwithstanding the terms hereof, the provisions of this Agreement will be limited by and will be subject to the terms of Section 4 of each of the Notes, as such terms may be amended pursuant to the terms of the Notes.

IN WITNESS WHEREOF, Debtor and Secured Parties have caused this Amended and Restated Security Agreement to be duly executed as of the date first set forth above by their duly authorized representatives as follows:

DEBTOR:
LEAPSTONE SYSTEMS, INC.

By: Richard Orriss
Richard Orriss
President and Chief Executive Officer

Address: 220 Davidson Avenue
Somerset, NJ 08873

Fax: (732) 537-6900

SECURED PARTIES:

NEW ENTERPRISE ASSOCIATES 9, LIMITED
PARTNERSHIP

By: NEA Partners 9, Limited Partnership,
Its general partner

By: _____
Name: _____
Title: General Partner

ACCEL VIII L.P.

By: Accel VIII Associates L.L.C.,
Its general partner

By: _____
Name: _____
Title: Attorney-in-Fact

SIGNATURE PAGE TO AMENDED AND RESTATED SECURITY AGREEMENT

IN WITNESS WHEREOF, Debtor and Secured Parties have caused this Amended and Restated Security Agreement to be duly executed as of the date first set forth above by their duly authorized representatives as follows:

DEBTOR:
LEAPSTONE SYSTEMS, INC.

By: _____
Richard Orriss
President and Chief Executive Officer

Address: 220 Davidson Avenue
Somerset, NJ 08873

Fax: (732) 537-6900

SECURED PARTIES:

NEW ENTERPRISE ASSOCIATES 9, LIMITED
PARTNERSHIP

By: NEA Partners 9, Limited Partnership,
Its general partner

By: Charles W. Newhall III
Name: Charles W. Newhall III
Title: General Partner

ACCEL VIII L.P.

By: Accel VIII Associates L.L.C.,
Its general partner

By: _____
Name: _____
Title: Attorney-in-Fact

SIGNATURE PAGE TO AMENDED AND RESTATED SECURITY AGREEMENT

IN WITNESS WHEREOF, Debtor and Secured Parties have caused this Amended and Restated Security Agreement to be duly executed as of the date first set forth above by their duly authorized representatives as follows:

DEBTOR:
LEAPSTONE SYSTEMS, INC.

By: _____
Richard Orriss
President and Chief Executive Officer

Address: 220 Davidson Avenue
Somerset, NJ 08873

Fax: (732) 537-6900

SECURED PARTIES:

NEW ENTERPRISE ASSOCIATES 9, LIMITED
PARTNERSHIP

By: NEA Partners 9, Limited Partnership,
Its general partner

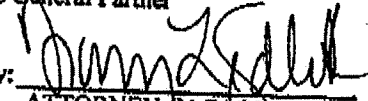
By: _____
Name: _____
Title: General Partner

ACCEL VIII L.P.
By: Accel VIII Associates L.L.C.
Its General Partner

By: 
ATTORNEY-IN-FACT

SIGNATURE PAGE TO AMENDED AND RESTATED SECURITY AGREEMENT

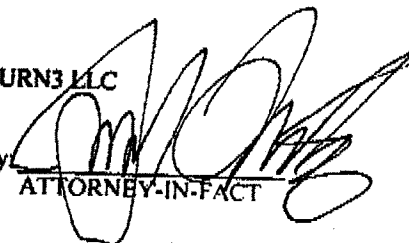
ACCEL INTERNET FUND IV L.P.
By: Accel VIII Associates L.L.C.
its General Partner

By: 
ATTORNEY-IN-FACT

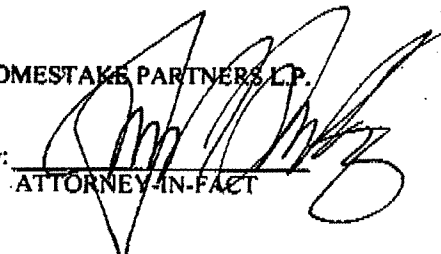
ACCEL INVESTORS 2003 L.L.C.

By: 
ATTORNEY-IN-FACT

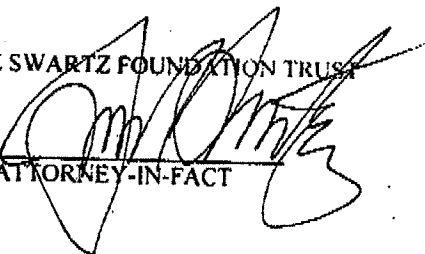
BURN3 LLC

By: 
ATTORNEY-IN-FACT

HOMESTAKE PARTNERS L.P.

By: 
ATTORNEY-IN-FACT

THE SWARTZ FOUNDATION TRUST

By: 
ATTORNEY-IN-FACT

SIGNATURE PAGE TO AMENDED AND RESTATED SECURITY AGREEMENT

**Exhibit A to
Security Agreement**

Secured Parties

New Enterprise Associates 9, Limited
Partnership
1119 St. Paul Street
Baltimore, MD 21202

Accel VIII L.P.
428 University Avenue
Palo Alto, CA 94301

Accel Internet Fund IV L.P.
428 University Avenue
Palo Alto, CA 94301

Accel Investors 2003 L.L.C.
428 University Avenue
Palo Alto, CA 94301

Burn3 LLC
428 University Avenue
Palo Alto, CA 94301

Homestake Partners L.P.
428 University Avenue
Palo Alto, CA 94301

The Swartz Foundation
428 University Avenue
Palo Alto, CA 94301

**Exhibit B to
Security Agreement**

Commercial Tort Claims

None

Intellectual Property Collateral

PATENTS AND PATENT APPLICATIONS

Name	Inventors	Current Status	Date	Future Filings
System and Method for Establishing and Controlling Access to Network Resources (Serial No. 10/429,419)	Matthew A. Milford Iain Stuart Campbell Walker	Pending	May 5, 2003	
Managing Network Loading by Control of Retry Processing at Proximate Switches Associated with Unresponsive Targets (Serial No. 10/428,580)	Andre B. Bondi	Pending	May 2, 2003	

TRADEMARKS AND SERVICE MARKS

Registered – U.S.

Mark	Filed	Registration No.	Class	Our File Number	Comments
LEAPSTONE SYSTEMS	11/20/01	2800952	9		
LEAPSTONE SYSTEMS	11/20/01	2778391	42		

Pending – U.S.

Mark	Filed	Serial Number	Class	Our File Number	Comments

Abandoned – U.S.

Mark	Filed	Serial Number	Class	Our File Number	Comments
LEAPSTONE & DESIGN	1/14/02	76/358238	42		
LEAPSTONE &	1/14/02	76/358335	9		

DESIGN					
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Registered – Foreign

Mark	Filed	Serial Number	Class	Our File Number	Comments

Pending – Foreign

Mark	Filed	Serial Number	Class	Our File Number	Comments

Abandoned – Foreign

Mark	Filed	Serial Number	Class	Our File Number	Comments