

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	12/30/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Leapstone Systems, Inc.		12/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054-1191
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2

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

CORRESPONDENCE DATA

Fax Number: (404)962-6771
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-885-3539
 Email: trademarks@troutmansanders.com
 Correspondent Name: Segeda T. Ranjeet, Esq.
 Address Line 1: 600 Peachtree Street, NE
 Address Line 2: Bank of America Plaza - Suite 5200
 Address Line 4: Atlanta, GEORGIA 30308-2216

NAME OF SUBMITTER:	Segeda T. Ranjeet, Esq.
Signature:	/STR/

Date:

01/31/2005

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 30, 2004 by and between SILICON VALLEY BANK ("Bank") and LEAPSTONE SYSTEMS, INC., whose address is 220 Davidson Avenue, Somerset, New Jersey 08873 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 May 17, 2004 (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). Grantor is in default under the Loan Agreement and Grantor has requested that Bank forbear from exercising certain rights and remedies under the Loan Agreement and Bank has agreed to forbear pursuant to that certain Loan Modification and Forbearance Agreement of even date herewith (the "Forbearance Agreement"), upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Forbearance 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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.

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:

LEAPSTONE SYSTEMS, INC.

Address of Grantor:

220 Davidson Avenue
Somerset, New Jersey 08873
Attn: Joseph Nussbaum

By: Richard Ouzon

Title: PRESIDENT & CEO

BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: _____

Title: _____

Attn: _____

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:

Address of Grantor:

LEAPSTONE SYSTEMS, INC.

220 Davidson Avenue
Somerset, New Jersey 08873
Attn: Joseph Nussbaum

By: Richard Owen

Title: PRESIDENT & CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: Penelope Alderson

Title: Senior Credit Officer

Attn: _____

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EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

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9
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EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and Method for Establishing and Controlling Access to Network Resources	Serial No. 10/429,419	May 5, 2003
Managing Network Loading by Control of Retry Processing at Proximate Switches Associated with Unresponsive Targets	Serial No. 10/428,580	May 2, 2003

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LEAPSTONE SYSTEMS	2800952 – Class 9	11/20/01
LEAPSTONE SYSTEMS	2778391 – Class 42	11/20/01