

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
AZURE SOLUTIONS, INC.		12/13/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	COMERICA BANK		
Street Address:	555 17TH STREET		
Internal Address:	SUITE 3420		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80802		
Entity Type:	Michigan banking corporation:		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Serial Number:	75935662	CONNEXN	
Serial Number:	75935663	CONNEXN	
Registration Number:	2788270	DETECT, CORRECT, ENSURE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(858)677-1401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-638-6717		
Email:	Erin.O'Brien@dlapiper.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	4365 Executive Drive		
Address Line 2:	SUITE 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Erin O'Brien		
Signature:	/Erin O'Brien/		

CH \$90.00 75935662

Date:

02/01/2005

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 13, 2004 by and between COMERICA BANK ("Bank") and AZURE SOLUTIONS, INC., a Delaware corporation ("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 dated as of April 28, 2000, as amended, including without limitation by an Amendment to Loan and Security Agreement dated as of January 9, 2001, an Amendment to Loan and Security Agreement dated as of January 8, 2002, an Amendment to Loan and Security Agreement dated as of July 8, 2002, an Amendment to Loan and Security Agreement dated as of February 25, 2003, an Amendment to Loan and Security Agreement dated as of August 5, 2003, an Amendment and Forbearance to Loan and Security Agreement dated as of February 18, 2004, and a Consent, Assignment, Assumption and Amendment Agreement dated as of the date hereof (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).

B. Bank is willing to make the Loans to Grantor, but only 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.

C. Pursuant to the terms of the Loan 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 in ending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Exhibits 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

Address of Grantor:

1038 Westmoor Drive, Suite 110  
Westminster, CO 80021

Attn: Mr. Steven Bruny

GRANTOR:

AZURE SOLUTIONS, INC.

By: 

Title: President

Address of Bank:

555 17<sup>th</sup> Street, Suite 3420  
Denver, CO 80802

Attn: Manager

BANK:

COMERICA BANK

By: 

Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
T2 high speed audit component	TX5539246	05/22/02

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CONNEXN	75/935,662	03/03/00
CONNEXN	75/935,663	03/03/00
Detect, Correct, Ensure	2,788,270	12/02/03

Gr:ly Cary\PA\10382229.2  
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