

08-09-2004

FORM PTO-1594

8/4/04

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

102809655

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Network Security Technologies, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: HA155</p> <p>Street Address: 3003 Tasman Drive</p> <p>City: Santa Clara State: CA ZIP: 95054</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: June 30, 2004</p>	<p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State-Delaware <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

OFFICE OF PATENT RECORDS
2004 AUG -1 AM 10:03
FINANCE SECTION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)	B. Trademark No.(s)
	2,500,523
	2,500,524
	2,594,340
	2,556,975

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Silicon Valley Bank</p> <p>Internal Address: Loan Documentation HA155</p> <p>Street Address: 3003 Tasman Dr.</p> <p>City: Santa Clara State: Ca ZIP: 95054</p>	<p>6. Total number of applications and registrations involved: 4</p> <p>7. Total fee (37 CFR 3.41): \$115 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

06/05/2004 DBYRNE 00000104 2500523

01 FC:0521 40.00 00
02 FC:0522 75.00 00

Name of Person Signing: Janice Chua

Signature: Trisha Sedillo

Date: 7/28/04

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003022 FRAME: 0735

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 30, 2004 by and between SILICON VALLEY BANK ("Bank") and NETWORK SECURITY TECHNOLOGIES, INC. ("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 of even date herewith (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). 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.

B. 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 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 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

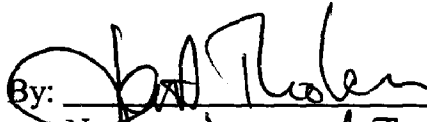
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

13525 Dulles Technology Drive
Herndon, Virginia 20171

NETWORK SECURITY TECHNOLOGIES, INC.

By: 
Name: James A Tholen
Title: CEO + Asst Secretary

BANK:

Address of Bank:

3353 Peachtree Road, N.E., Suite M-10
Atlanta, Georgia 30326

SILICON VALLEY BANK

By: _____
Name
Title

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:

13525 Dulles Technology Drive
Herndon, Virginia 20171

NETWORK SECURITY TECHNOLOGIES, INC.

By: _____

Name:

Title:

BANK:

Address of Bank:

3353 Peachtree Road, N.E., Suite M-10
Atlanta, Georgia 30326

SILICON VALLEY BANK

By: William L. Yang

Name William L. Yang

Title Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

SVB_Network Security CFD (IP Security Agreement).DOC SVB/ Network Security (IP Sec Ag)
June 30, 2004 8:58 AM

TRADEMARK
REEL: 003022 FRAME: 0740

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method and System for Wireless Intrusion Detection	10/147,308	May 17, 2002
Method and System for Wireless Intrusion Detection	PCT/US03/15076	May 15, 2003
Method and System for Locating a Wireless Access Device	10/405,499	April 3, 2003
Method and System for Detecting Characteristics of a Wireless Network	10/405,473	April 3, 2003
Method and System for Providing Secure One-Way Transfer Data	60/471,347	May 19, 2003

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IPA INTERNET PERIMETER ASSESSMENT	2,500,523 ✓	October 23, 2001
NSOC NETWORK SECURITY OPERATIONS CENTER	2,500,524 ✓	October 23, 2001
NETSEC	2,594,340 ✓	July 16, 2002
N NETSEC & Design	2,556,975 ✓	April 2, 2002