



10-20-2004



102863528

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATI TRADE

DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies): Router Solutions, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [ ] No

2. Name and address of receiving party(ies) Name: MVP America, LP Internal Address: Suite 216 Street Address: 8201 Greensboro Drive City: McLean State: VA Zip: 22102 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [x] Limited Partnership Delaware [ ] Corporation-State [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [x] Security Agreement [ ] Change of Name [ ] Other Execution Date: 9/30/2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78151694, 78381267, 78381282, 78382516 B. Trademark Registration No.(s) Additional number(s) attached [ ] Yes [x] No

6. Total number of applications and registrations involved: 4

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Sean P. O'Hanlon Internal Address: Swidler Berlin Shereff Friedman, LLP Street Address: 3000 K Street, NW, Suite 300 City: Washington State: DC Zip: 20007

7. Total fee (37 CFR 3.41) \$ 115 [ ] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 19-5127 (order no. 15759.0007)

DO NOT USE THIS SPACE

9. Signature. Sean P. O'Hanlon, Reg. No. 47,252 Name of Person Signing [Signature] Signature October 15, 2004 Date

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

10/19/2004 ECOOPER 00000252 195127 78151694 01 FC:8521 40.00 BA 02 FC:8522 75.00 BA

TRADEMARK REEL: 003063 FRAME: 0529

**AMENDED AND RESTATED SECURITY AGREEMENT**

This Amended and Restated Security Agreement (this "**Agreement**") is entered into as of the 30<sup>th</sup> day of September, 2004, by and among MVP America, LP, a Delaware limited partnership ("**MVP**"), Virginia's Center for Innovative Technology, a Virginia non-profit corporation ("**CIT**"), and together with MVP, the "**Secured Parties**" and each, individually, a "**Secured Party**", and Router Solutions, Inc., a Delaware corporation ("**Grantor**").

WHEREAS, on September 26, 2003, pursuant to that certain \$250,000 Bridge Loan Agreement by and between the Grantor and MVP (as the same may be amended from time to time, the "**\$250,000 Bridge Loan Agreement**"), among other things, the Grantor issued to MVP a Convertible Bridge Note (as the same may be amended from time to time, the "**2003 Note**"), and the Grantor and MVP entered into that certain Security Agreement (as the same may be amended from time to time, the "**Original Security Agreement**") thereby granting MVP a security interest in the Collateral (as defined below) to secure the 2003 Note;

WHEREAS, on March 15, 2004, in connection with that certain \$100,000 Bridge Loan Agreement by and between the Grantor and MVP (as the same may be amended from time to time, the "**\$100,000 Bridge Loan Agreement**"), the Grantor issued to MVP a Convertible Bridge Note (as the same may be amended from time to time, the "**March 2004 Note**"), and the Grantor and MVP entered into that certain Amendment to Security Agreement, thereby granting MVP a security interest in the Collateral to secure the March 2004 Note (in addition to MVP's security interest in the Collateral which secures the 2003 Note);

WHEREAS, pursuant to that certain \$150,000 Bridge Loan Agreement, dated as of the date hereof, by and between the Grantor and the Secured Parties (the "**\$150,000 Bridge Loan Agreement**"), the Grantor issued to each of the Secured Parties, a Convertible Bridge Note (collectively, the "**Bridge Notes**");

WHEREAS, in connection the issuance of the Bridge Notes, the Grantor and MVP desire to amend and restate in its entirety the Original Security Agreement, in order to establish MVP as the Collateral Agent thereunder, to add CIT as a secured party and to grant to the Secured Parties a security interest in the Collateral to secure the Bridge Notes (in addition to MVP's security interest in the Collateral which secures the 2003 Note and the March 2004 Note); and

WHEREAS, the parties hereto desire to set forth herein the terms and conditions of their agreements and understandings with respect to the foregoing.

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 Notes, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Definitions. Terms used in this Agreement but not defined in this Section 1 or otherwise in this Agreement shall have the meanings ascribed thereto in the \$150,000 Bridge Loan Agreement. As used in this Agreement, the following terms shall have the following definitions:

"**Bridge Loan Agreements**" shall mean collectively, the \$250,000 Bridge Loan Agreement, the \$100,000 Bridge Loan Agreement and the \$150,000 Bridge Loan Agreement.

"**Collateral**" means the property set forth on Exhibit A attached hereto and the Intellectual Property Collateral; provided, however, that "**Collateral**" shall not include (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with

respect thereto (subclauses (a) and (b) are each an “**Exclusion**” and, collectively, the “**Exclusions**”); provided that the foregoing exclusion shall not apply (i) unless the agreement, instrument or chattel paper shall have been the result of an arms’ length negotiated transaction, (ii) if such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, (iii) unless such other person shall have expressly required such prohibition included in such contract, instrument or chattel paper and would not have entered into the transaction in the absence of such prohibition, or (iv) if such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the Uniform Commercial Code, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including any bankruptcy code or principles of equity); provided further that Grantor shall provide each Secured Party with written notice and written copies of all applicable documents at least thirty (30) calendar days prior to taking any action that would result in Grantor relying on any Exclusion; and provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the Secured Parties unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

“**Collateral Agent**” means MVP.

“**Copyrights**” means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held.

“**Intellectual Property Collateral**” means all of Grantor’s right, title, and interest in and to the following:

(a) Copyrights, Trademarks and Patents;

(b) Any and all trade secrets, inventions, mask works, programs, works of authorship, know-how, discoveries, developments, designs, design rights and techniques and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all claims for damages by way of past, present and future infringement of any of the rights included in (a) or (b) above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of such intellectual property rights;

(d) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(e) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents;

(f) All documents, models, samples, specimens, reports, drawings, research materials, notes and other materials in connection with or which in any way embody or relate to any Patent or patentable matter and the right to pursue, prepare, file and prosecute any Patent application(s) in connection therewith; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

“**Liens**” means all mortgages, liens, deeds of trust, bailments, charges, pledges, security interests, options, licenses, assignments or other encumbrances.

“**Notes**” shall mean, collectively, the 2003 Note, the March 2004 Note and each of the Bridge Notes.

“**Patents**” means all patents, patent applications, all types of exclusionary or protective rights granted (or applications therefor) or inventions and like protections (including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same) and any and all patentable subject matter (including, without limitation, methods of doing business, machines, articles of manufacture, processes, compositions of matter and new uses or improvements of any of the foregoing, asexually reproduced plants and ornamental designs for an article of manufacture).

“**Permitted Liens**” means the following:

- (a) Liens created by this Agreement;
- (b) Liens for fees, taxes, levies, imposts, duties or other governmental charges of any kind which are not yet delinquent or which are being contested in good faith by appropriate proceedings which suspend the collection thereof
- (c) Source code escrow arrangements with customers of Grantor; and
- (d) Liens identified on Schedule 1 hereto.

“**Trademarks**” means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks.

## 2. Security Interest.

(a) Grant of Security Interest. In order to secure prompt repayment of the Notes in accordance with their terms, subject to this Section 2, Grantor grants and pledges to the Secured Parties a continuing security interest in all of Grantor’s right, title and interest in, to and under the Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits B, C and D attached 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) and, with respect to the Intellectual Property Collateral, 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. Simultaneously with the execution of this Agreement, to the extent requested by the Collateral Agent, Grantor shall execute and deliver to the Secured Parties that certain UCC-1 Financing Statement (or an amendment thereto) covering all of the Collateral as described on Exhibit A attached hereto as shall have been reasonably requested, prepared and delivered to Grantor by the Collateral Agent (the “UCC-1”). Grantor hereby consents to the Collateral Agent filing the UCC-1 (and any amendments thereto) in the appropriate states and counties (as applicable). Except as set forth on Schedule 1 attached hereto, the security interest granted herein constitutes a valid, first priority security interest in the presently existing Collateral and will constitute a valid, first priority security interest in Collateral acquired or created after the date hereof. Grantor shall from time to time execute and deliver to the Collateral Agent, at the request of the Collateral Agent, all financing statements and other documents that the Collateral Agent may reasonably request, in form satisfactory to the Collateral Agent and Grantor, to perfect and continue perfected the Secured Parties’ security interests in the Collateral.

(b) No Novation. Nothing contained herein shall in any way impair the Original Security Agreement nor affect or impair any rights, powers, or remedies under the Original Security Agreement, it being the intent of the parties hereto that this Agreement shall not constitute a novation of the Original Security Agreement or

an accord and satisfaction of the Grantor's obligations thereunder. Grantor hereby ratifies and reaffirms the validity and enforceability of all of the liens and security interests heretofore granted pursuant to the Original Security Agreement, as collateral security for Grantor's obligations under the \$250,000 Bridge Loan Agreement and the \$100,000 Bridge Loan Agreement, and acknowledges that all of such liens and security interests, and all collateral heretofore pledged as security for such obligations of Grantor continues to be and remains collateral for such obligations from and after the date hereof.

(c) Seniority of Previously Issued Notes. The 2003 Note and March 2004 Note are senior in all respects to the Bridge Notes, and any rights of the holders of the Bridge Notes, in respect of such Bridge Notes, arising hereunder shall be subordinate to the rights of the holders of the 2003 Note and the March 2004 Note, until all then-outstanding amounts due and payable under the 2003 Note and the March 2004 Note are paid in full (or otherwise converted in accordance with the respective terms of the 2003 Note and the March 2004 Note).

(d) Duration of Security Interest. Each Secured Party's security interest in the Collateral shall continue until the earlier of (i) payment in full of such Secured Party's Note(s) or (ii) conversion of such Secured Party's Note(s) in accordance with its or their terms and the Bridge Loan Agreements (as applicable), whereupon, in each instance, such security interest shall terminate. Each Secured Party, upon payment in full or conversion of such Secured Party's Note(s) (in accordance with the immediately preceding sentence), shall, at Grantor's expense, execute such documents and take such further reasonable actions, without recourse or representation, as may be necessary to affect the release and/or termination contemplated by this Section 2(b), including executing and delivering UCC-3 Termination Statements for filing in all relevant jurisdictions.

(e) Possession of Collateral. So long as no Event of Default has occurred and is continuing (taking into account any applicable cure periods), Grantor shall remain in full possession, enjoyment and control of the Collateral, and shall manage, operate and use the same and each part thereof with the rights and franchises appertaining thereto.

(f) Lien Subordination. Each Secured Party hereby agrees and acknowledges that the security interest and Liens granted to such Secured Party hereunder may be subordinate to (x) certain of the Permitted Liens set forth on Schedule 1 attached hereto, which Permitted Liens in the aggregate shall not exceed \$50,000, and (y) Permitted Liens resulting from customer source code escrow arrangements entered into by the Grantor prior to or after September 26, 2003.

3. Representations and Warranties; Covenants. Other than as set forth on Schedule 2 attached hereto, Grantor represents, warrants and covenants to each of the Secured Parties as follows:

(a) Exhibits B, C and D attached hereto set forth any and all intellectual property rights 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.

(b) Grantor is the sole owner and has good and marketable title to the Collateral, free and clear of any Liens, other than the Permitted Liens. No part of the Collateral has been judged invalid or unenforceable, in whole or in part, and, to the knowledge of Grantor, no claim has been made that any part of the Collateral violates the rights of any third party. Grantor is not a party to, or bound by, any agreement that restricts the grant by Grantor of a security interest in Grantor's rights under this Agreement. No part of the Collateral is subject to any Exclusion.

(c) There are no actions or proceedings instituted or pending or, to Grantor's knowledge, threatened against Grantor that challenge Grantor's ownership status or rights in any Collateral or Grantor's right to use or otherwise exploit the Intellectual Property Collateral. No holding, decision or judgment has been rendered by any federal, state, local or foreign governmental authority which would limit, cancel or question the validity of any of Grantor's ownership in any of the Intellectual Property Collateral. To Grantor's best knowledge, no third party is infringing or violating Grantor's rights in or to any of the Intellectual Property Collateral or exceeding the scope of authorization or license of any of the Intellectual Property Collateral.

(d) Until payment in full or conversion of the Notes (in accordance with the terms of the Notes and the other Loan Documents), Grantor covenants and agrees that:

(i) Grantor shall promptly notify the Collateral Agent in writing of any applications or registrations that Grantor has made or filed in respect of any Patents, Copyrights or Trademarks and the status of any outstanding applications or registrations, as well as any material change in Grantor's intellectual property, including but not limited to any subsequent ownership right of Grantor in or to any Trademark, Patent or Copyright not specified in Exhibits B, C and D attached hereto, and Grantor shall promptly execute and deliver to the Collateral Agent an Assignment, substantially in the form of Exhibit E attached hereto, with respect to any such Patent or Patent applications disclosed in such written notice.

(ii) If reasonably requested by the Collateral Agent and the costs for such registration do not exceed Ten Thousand Dollars (\$10,000.00), Grantor shall use its reasonable best efforts to register or cause to be registered in a reasonable time (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (A) those intellectual property rights listed on Exhibits B, C and D attached hereto, (B) all registerable intellectual property rights Grantor has developed as of the date of this Agreement but heretofore failed to register and (C) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the rendering of such service to any third party (including, without limitation, major revisions or additions to the intellectual property rights listed on Exhibits B, C and D attached hereto). Grantor shall give the Collateral Agent written notice of all such applications or registrations, and Grantor shall promptly execute and deliver to the Collateral Agent an Assignment, substantially in the form of Exhibit E attached hereto, with respect to any such Patent or Patent applications disclosed in such written notice.

(iii) Grantor shall not license, convey, sell, lease, transfer or otherwise dispose of (each a "Transfer") any of the Collateral, other than (A) Transfers in the ordinary course of business, or (B) Transfers of worn-out or obsolete equipment.

(iv) Grantor shall not create, incur, assume or suffer to exist any Lien with respect to any of the Collateral, other than the Permitted Liens.

(v) Grantor shall execute and deliver such additional instruments and documents from time to time as the Collateral Agent shall reasonably request to perfect the Secured Parties' security interests in the Collateral.

(vi) Grantor shall use its best efforts to (A) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (B) to detect infringements of the Trademarks, Patents and Copyrights and promptly advise the Collateral Agent in writing of material infringements detected and (C) except in the ordinary course, not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of the Secured Parties.

#### 4. Events of Default.

Any one or more of the following events shall constitute an "Event of Default" by Grantor under this Agreement:

(a) The occurrence and continuance of an Event of Default under any of the Notes or any Bridge Loan Agreement (which such Event of Default shall not have been cured during any applicable cure period), or the occurrence and continuance of any event that results in any amounts payable under any of the Notes becoming immediately due and payable; or

(b) Grantor's material breach of any representation or warranty under this Agreement or material violation or failure to perform under any of the covenants contained in this Agreement and Grantor shall fail to cure such material breach, violation or failure within five (5) business days of the earlier of (i) Grantor becoming

aware of such breach, violation or failure, and (ii) receipt of written notice by one or more of the Secured Parties of any such breach, violation or failure.

Notwithstanding anything herein or otherwise to the contrary, Grantor will have and be entitled to an additional cure period of ninety (90) days (the "***Additional IP Collateral Cure Period***") in connection with any Event of Default (from the earlier of (i) Grantor becoming aware of such Event of Default, and (ii) receipt of written notice from any Secured Party of any such Event of Default) before any Secured Party will be permitted or entitled to take any action or exercise any remedy that results in the attachment, seizure, taking of possession, or disposal of, or foreclosure on, any Intellectual Property Collateral.

5. Secured Parties' Rights and Remedies.

(a) Upon the occurrence and continuation of an Event of Default (after taking into account any applicable cure periods, including, without limitation, the Additional IP Collateral Cure Period), and at any time and from time to time thereafter, subject to the provisions of the Virginia Uniform Commercial Code and any limitations provided for in this Agreement or in the Bridge Loan Agreements, the Collateral Agent may, without notice of such election and without demand, take any one or more of the following, all of which are authorized by Grantor:

(i) Without notice, demand or hearing, any right to which is hereby waived by Grantor, the Collateral Agent may take possession of all or any part of the Collateral and enter and remain upon the premises where such Collateral is located for the purpose of such possession and the exercise of the remedies provided herein, without the same being a trespass; and/or

(ii) Take possession of any Collateral and any agreement, instrument, lease, license, permit, contract or other document evidencing any of the Collateral and may apply or seek on behalf of and as attorney-in-fact for Grantor, any necessary consent to the assignment, transfer, conveyance, sale, renewal, reissuance or other disposition of the same, and Grantor shall cooperate fully with the Collateral Agent in doing so and shall take all actions requested by the Collateral Agent in furtherance thereof; and/or

(iii) Dispose of the Collateral by way of one or more contracts or transactions, for cash or on terms, in such manner and at such places (including Grantor's premises) as the Collateral Agent determines is commercially reasonable, and, subject to Section 2(b), apply any proceeds to the Notes in whatever manner or order the Collateral Agent deems appropriate.

(b) During the occurrence and continuation of an Event of Default (after taking into account any applicable cure periods, including, without limitation, the Additional IP Collateral Cure Period), Grantor hereby irrevocably appoints the Collateral Agent (and any of the Collateral Agent's designees) as Grantor's true and lawful attorney to: (i) dispose of any Collateral, subject to the provisions of the Virginia Uniform Commercial Code; (ii) to modify or amend, in its sole discretion, without first obtaining Grantor's approval of or signature to such modification, Exhibits B, C and D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims to have any right, title or interest; and (iii) to transfer the Collateral into the name of one or more of the Secured Parties or a third party to the extent permitted under the Virginia Uniform Commercial Code; provided, however, that with respect to the Intellectual Property Collateral, no such appointment shall be effective, and no such actions shall be taken by any Secured Party, until the expiration of the Additional IP Collateral Cure Period. The appointment of the Collateral Agent as Grantor's attorney in fact, and each and every one of the rights and powers of the Secured Parties, being coupled with an interest, is irrevocable until all of the Notes are fully paid and satisfied.

(c) Each Secured Party's rights and remedies (as applicable) under the \$250,000 Bridge Loan Agreement, the \$100,000 Bridge Loan Agreement and the \$150,000 Bridge Loan Agreement, the Notes and all other agreements shall be cumulative. Each of the Secured Parties shall have all other rights and remedies not inconsistent herewith as provided under the Virginia Uniform Commercial Code, by law or in equity, subject to any limitations

provided for in this Agreement or in the Bridge Loan Agreement. No exercise by the Collateral Agent or any Secured Party of one right or remedy hereunder shall be deemed an election of any other right or remedy, and no waiver by the Secured Parties of any default on Grantor's part shall be deemed a continuing waiver. No delay by the Collateral Agent or any Secured Party shall constitute a waiver, election or acquiescence by the Collateral Agent or any Secured Party. No waiver of any rights of the Secured Parties hereunder shall be effective unless made in a written document signed by each Secured Party and then shall be effective only in the specific instance and for the specific purpose for which it was given.

6. The Collateral Agent.

(a) Each Secured Party hereby irrevocably appoints and authorizes the Collateral Agent to take such actions as agent on such Secured Party's behalf and to exercise such powers under this Agreement as are delegated to the Collateral Agent by the terms hereof, together with all such powers as are reasonably incidental thereto.

(b) The Collateral Agent and its affiliates, directors, officers, employees, partners, members, representatives and/or agents shall not be liable for any action taken or not taken by it in connection herewith, in the absence of its own gross negligence or willful misconduct.

(c) The Borrower and Secured Parties (ratably in proportion to the then-outstanding amounts owed to such Secured Parties under the Notes) shall jointly and severally indemnify the Collateral Agent and its affiliates, directors, officers, employees, partners, members, representatives and/or agents against any and all costs, expenses (including attorneys fees and disbursements), claims, demands, actions, losses and/or liabilities (except such as result from the Collateral Agent's own negligence or willful misconduct) that the Collateral Agent may suffer or incur in connection with this Agreement or any action taken or omitted by the Collateral Agent hereunder.

7. Notices.

All notices or demands by any party relating to this Agreement shall be in writing and shall be deemed effectively given: (a) when sent by confirmed telex or facsimile if sent during normal business hours of recipient, if not, then on the next business day; (b) five (5) days after having been sent by registered mail, postage prepaid, return receipt requested; or (c) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt, at its addresses set forth below:

If to Grantor: Router Solutions, Inc.  
8647 Richmond Highway, Suite 231  
Alexandria, VA 22309-4206  
Attention: Michael Borek  
Telephone: (800) 844-6304  
Facsimile: (413) 431-8760

If to MVP: MVP America, LP  
c/o Monumental Venture Partners, LLC  
8201 Greensboro Drive, Suite 216  
McLean, VA 22102  
Attention: Jeffrey Friedman  
Telephone: (703) 821-1765  
Facsimile: (703) 821-0281

With copy to: Swidler Berlin Shereff Friedman, LLP  
3000 K Street, N.W., Suite 300  
Washington, D.C. 20007-5116  
Attention: John J. Klusaritz, Esq.  
Telephone: 202-424-7500



If to CIT: Virginia's Center for Innovative Technology  
CIT Tower, Suite 600  
2214 Rock Hill Road  
Herndon, VA 20170-4200  
Attention: Joseph Walsh  
Phone: (703) 689-3030  
Fax: (703) 464-1733

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Virginia, without regard to principles of conflicts of law.

9. General Provisions.

(a) This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties; provided, however, that neither this Agreement nor any rights hereunder may be assigned by Grantor without the prior written consent of each Secured Party. Each Secured Party shall have the right without the consent of or notice to Grantor to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, such Secured Party's obligations, rights and benefits hereunder; provided, that such sale, transfer, negotiation or grant is in connection with the transfer of such Secured Party's Note(s) in accordance with the terms of such Note(s).

(b) Time is of the essence for the performance of all obligations set forth in this Agreement.

(c) Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(d) This Agreement cannot be amended or terminated orally. No provision of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by (i) the Grantor and (ii) and the holders of at least seventy percent (70%) of the then-outstanding amounts under the 2003 Note, the March 2004 Note and the Bridge Notes; *provided, however,* that if, by its terms, any such waiver, amendment, or supplement disproportionately and adversely affects the rights of any Secured Party as compared to the rights of all of the other Secured Parties, then the approval of such Secured Party shall be required. A waiver by the Secured Parties (in accordance with the preceding sentence) of any right or remedy under this Agreement on any occasion shall not be a bar to the exercise of the same right or remedy on any subsequent occasion or of any other right or remedy at any time. All prior agreements, understandings, representations, warranties, and negotiations between the parties hereto with respect to the subject matter of this Agreement, if any, are merged into this Agreement.

(e) This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

(f) All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any amount is outstanding under any of the Notes.

(g) Neither the Collateral Agent nor any Secured Party shall in any way or manner be liable or responsible for: (i) the safekeeping of the Collateral; (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause; (iii) any diminution in the value thereof; or (iv) any act or default of any carrier,

warehouseman, bailee, forwarding agency, or other person whomsoever. All risk of loss, damage or destruction of the Collateral shall be borne by Grantor.

**[Signatures appear on the following pages]**

---

**ROUTER SOLUTIONS, INC.**

**SECURITY AGREEMENT**

**COUNTERPART SIGNATURE PAGE**

---

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date first written above.

**GRANTOR:**

**ROUTER SOLUTIONS, INC.,**  
a Delaware corporation

By: 

Name: MICHAEL J. BORIK

Title: PRESIDENT + CEO

---

ROUTER SOLUTIONS, INC.

SECURITY AGREEMENT

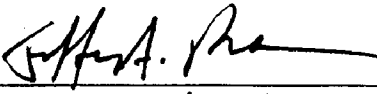
COUNTERPART SIGNATURE PAGE

---

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date first written above.

SECURED PARTY AND COLLATERAL AGENT:

MVP AMERICA, LP,  
a Delaware limited partnership

By:   
Name: JEFFREY A. FRIEDMAN  
Title: MANAGING DIRECTOR

---

**ROUTER SOLUTIONS, INC.**

**SECURITY AGREEMENT**

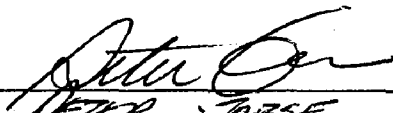
**COUNTERPART SIGNATURE PAGE**

---

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date first written above.

**SECURED PARTY:**

**VIRGINIA'S CENTER FOR INNOVATIVE  
TECHNOLOGY, a Virginia non-profit corporation**

By:   
Name: PETER FOSSE  
Title: PRESIDENT

**SCHEDULE 1**

**PERMITTED LIENS**

1. Liens upon any equipment or other personal property to secure:
  - (a) the purchase price of such equipment or other personal property (i.e., purchase-money Liens); or
  - (b) lease obligations or indebtedness incurred solely for the purpose of financing the acquisition of such equipment or other personal property; provided that such Liens are confined solely to the equipment or other personal property so acquired and the amount secured does not exceed the acquisition price thereof;
2. Liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by Liens of the type described above in (1) above;
3. Carriers', warehousemen's, mechanics', landlords', materialmen's, repairmen's or other similar Liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings;
4. Non-exclusive licenses entered into in the ordinary course of business;
5. Liens that are subordinate or junior to the Liens of the Secured Parties granted hereunder; and
6. Liens consented to in writing by each of the Secured Parties.

**SCHEDULE 2**

**SCHEDULE OF EXCEPTIONS**

**SCHEDULE 2 TO SECURITY AGREEMENT DATED AS OF**  
**SEPTEMBER 30, 2004**

Pursuant to Section 3 of that certain Security Agreement, dated as of September 30, 2004 (the "Agreement"), by and between Router Solutions, Inc., a Delaware corporation (the "Company"), and MVP America, L.P., a Delaware limited partnership ("MVP"), and Virginia's Center for Innovative Technology, a Virginia non-profit corporation ("CIT"), the Company hereby delivers this Schedule of Exceptions to the Company's representations and warranties given in the Agreement.

Disclosure of any matter or event in any part or section hereof shall be deemed disclosure as to all other parts or sections of this Schedule of Exceptions. Capitalized terms used but not defined herein shall have the same meanings given them in the Agreement. All descriptions of agreements or other matters appearing herein are summary in nature and are qualified by reference to the complete documents, which have been supplied or made available to the Lender or to counsel to or other representatives of the Lender. In no event shall any disclosure hereunder be deemed to constitute an acknowledgement that such disclosure is material to the business or financial condition of the Company. The representations, warranties and covenants of the Company in the Agreement are made, given and undertaken subject to the disclosures in this Schedule of Exceptions and as provided in the Agreement.

---

**SECTION 3                    Representations and Warranties; Covenants**

(c) There is another company located in California trading under the name "Router Solutions, Inc." with a domain name of [www.rsi-inc.com](http://www.rsi-inc.com). The Company has not taken any action at this time with respect to this company nor has the Company received any communication from this company.



**EXHIBIT A**

**COLLATERAL DESCRIPTION ATTACHMENT  
TO SECURITY AGREEMENT**

All personal property of ROUTER SOLUTIONS, INC. (hereinafter referred to as "**Debtor**"), whether presently existing or hereafter created, written, produced or acquired, including, but not limited to:

(i) all accounts receivable, accounts, chattel paper, contract rights (including, without limitation, royalty agreements, license agreements and distribution agreements), documents, instruments, money, deposit accounts and general intangibles, including, without limitation, returns, repossessions, books and records relating thereto, and equipment containing said books and records, all financial assets, all investment property, including securities and securities entitlements;

(ii) all software, computer source codes and other computer programs (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, United States of America and foreign, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of each of the Secured Parties to sue in its own name and/or the name of the Debtor for past, present and future infringements of copyright;

(iii) all goods, including, without limitation, equipment and inventory;

(iv) all guarantees and other security therefor;

(v) all trademarks, service marks, trade names and service names and the goodwill associated therewith;

(vi) (a) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) all patentable subject matter (including, without limitation, methods of doing business, machines, articles of manufacture, processes, compositions of matter and new uses or improvements of any of the foregoing, asexually reproduced plants and ornamental designs for an article of manufacture), (c) licenses pertaining to any patent whether Debtor is licensor or licensee, (d) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (e) the right (but not the obligation) to sue for past, present and future infringements thereof, (f) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (g) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing and the right to prepare applications, file and prosecute any of the foregoing patents, patent applications or patentable subject matter (all of the foregoing patents, applications and patentable subject matter and interests under patent license agreements, together with the items described in clauses (a) through (g) in this paragraph are sometimes herein individually and collectively referred to as the "Patents"); and

(vii) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

**EXHIBIT B**

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
--------------------	---	---

N/A

**EXHIBIT C**

Patents

<u>Description</u>	Serial/Registration/ Application <u>Number</u>	Serial/Registration/ Application <u>Date</u>
US Non-Provisional Utility Patent Filing	10/620-349	July 17, 2003
US Provisional Patent Filing	60397344	July 18, 2002

**EXHIBIT D**

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
US Trademark Application for NetXamine	78151694	August 7, 2002
US Trademark for Network Operations Management	78381267	March 9, 2004
US Trademark for NetXML	78381282	March 9, 2004
US Trademark for Exception-driven Network Management: eTeas	78382516	March 11, 2004

**EXHIBIT E**

Attorney Docket: \_\_\_\_\_

**ASSIGNMENT OF APPLICATION FOR UNITED STATES PATENT**

WHEREAS \_\_\_\_\_ hereinafter (collectively) referred to as the assignor, have invented a certain improvement relating to \_\_\_\_\_ for which said assignor has caused an application for a United States Patent to be prepared,

[ ] the inventor's declaration for said application being executed concurrently with the execution of this instrument; said application to be filed in the U.S. Patent and Trademark Office;

[ ] said application having been filed in the U.S. Patent and Trademark Office on \_\_\_\_\_ and given Application No. \_\_\_\_\_;

[ ] said application having been filed under the Patent Cooperation Treaty on \_\_\_\_\_ and given Application No. \_\_\_\_\_, the United States of America having been designated.

AND WHEREAS \_\_\_\_\_, hereinafter referred to as the assignee, is desirous of acquiring the entire right, title and interest in and to said application, including any divisions and continuations thereof, and in and to said invention and any patents which may be granted therefor, including any renewals, reissues and prolongations thereof;

NOW THIS WITNESSETH, that for and in consideration of One Dollar (\$1.00), and other good and valuable consideration paid by said assignee to said assignor, the receipt of which is hereby acknowledged, said assignor hereby assigns, sells and transfers to said assignee, and said assignee's successors and assigns, the entire and exclusive right, title and interest in and to said invention and to said application, including any divisions and continuations thereof, and in any patents which may be granted therefor, including any renewals, reissues and prolongations thereof; said assignee, and said assignee's successors and assigns, to have, hold, exercise and enjoy the said invention and said application, including any divisions and continuations thereof, and any patents which may be granted therefor, including any renewals, reissues and prolongations thereof, with all the rights, powers, privileges and advantages in anywise arising from or appertaining thereto, for and during the term or terms of any such patents when granted, including any renewals, reissues and prolongations thereof, for the use and benefit of said assignee, and said assignee's successors and assigns, in as ample and beneficial a manner as the said assignor might or could have held and enjoyed the same, if this assignment had not been made.

AND said assignor hereby agrees to perform, upon the request of said assignee, or said assignee's successors or assigns, any acts relating to the obtaining or to the asserting of said patents, including any renewals, reissues and prolongations thereof.

AND said assignor authorizes and requests the Commissioner of Patents and Trademarks to issue a Patent on said application, and on any divisions and continuations thereof, to said assignee, and said assignee's successors and assigns, in accordance herewith.

EXECUTED this day, \_\_\_\_\_,

ASSIGNOR:

WITNESS:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Rev. 7/99, DC2-124154

ASSIGNMENT OF APPLICATION FOR UNITED STATES PATENT

EXECUTED this day, \_\_\_\_\_,

ASSIGNOR:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

WITNESS:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

EXECUTED this day, \_\_\_\_\_,

ASSIGNOR:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

WITNESS:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

EXECUTED this day, \_\_\_\_\_,

ASSIGNOR:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

WITNESS:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

EXECUTED this day, \_\_\_\_\_,

ASSIGNOR:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

WITNESS:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

EXECUTED this day, \_\_\_\_\_,

ASSIGNOR:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

WITNESS:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

