

11/8/04

11-12-2004

FORM PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 05/31/2002)



102880072

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):  
**DATA RETURN, LLC**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

10/28/04

2. Name and address of receiving party(ies):  
Name: **Silicon Valley Bank**  
Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara                      State: CA                      ZIP: 95054

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State-**DE**  
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)	B. Trademark No.(s)
	2,619,447
	2,657,683
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara                      State: Ca                      ZIP: 95054

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): **\$65.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

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.

**Maribel Arteaga**  
Name of Person Signing

Maribel Arteaga  
Signature

11/2/04  
Date

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

Mail documents to be recorded with required cover sheet information to:

11/10/2004 0000031 2619447  
40 00 00  
25L 00 00  
01 FC: 4521  
02 FC: 4522

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement dated as of the Effective Date (as defined in the Loan Agreement) is between SILICON VALLEY BANK ("Bank") and DATA RETURN LLC ("Grantor").

**RECITALS**

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement (the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

**AGREEMENT**

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

BANK:

SILICON VALLEY BANK

Bria Brown  
(Signature)

Relationship Manager  
(Title)

GRANTOR:

DATA RETURN LLC

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

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BANK:  
SILICON VALLEY BANK

GRANTOR:  
DATA RETURN LLC

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

**EXHIBIT A**

**Copyrights**

None.

**EXHIBIT B****Patents [DATA RETURN TO UPDATE]**

<u>Description</u>	<u>Jurisdiction</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Status</u>
System and Method for Facilitating Device Communication Management and Control in a Network	US	10/136,142	April 30, 2002	Pending
System and Method for Facilitating Device Communication Management and Control in a Network	WIPO	PCT/US03/13506	April 29, 2003	Pending
System and Method of Synchronizing Replicated Data	US	6,529,917	August 14, 2000	Issued
System and Method of Synchronizing Replicated Data	US	10/336,076	January 3, 2003	Pending
System and Method of Synchronizing Replicated Data	US	10/382,028	March 4, 2003	Pending
Systems and Method for Accessing Information in a Replicated Database	US	09/877,626	June 8, 2001	Pending
Systems and Method for Accessing Information in a Replicated Database	US	10/042,034	October 19, 2001	Pending
System and Method for Multi-Site Clustering in a Network	US	10/039,909	October 19, 2001	Pending

**EXHIBIT C****Trademarks**

Trademark	Jurisdiction	Filing Date	Registration No.	Registration Date
Data Return	US	2/3/2000	2619447	9/17/2002
Data Return	US	1/7/2000	2657683	12/10/2002
Data Return	EU	3/3/2000	1539642	6/1/2001
Data Return	UK	2/17/2000	2222801	9/22/2000
Data Return	EU	3/3/2000	001539733	6/1/2001

**EXHIBIT D**

**Mask Works**

None.

3456407v10

**RECORDED: 11/08/2004**

**TRADEMARK  
REEL: 003076 FRAME: 0604**