

11-29-2004

Form PTO-1594  
(Rev. 10/02)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

11, 29, 04

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

1. Name of conveying party(ies):

IP3 NETWORKS, INC.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 11/16/04

2. Name and address of receiving party(ies)

Name: Silicon Valley Bank

Internal

Address:

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA Zip: 95054

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- 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  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 78/503,747;

78/503,779; 78/503,761; 78/503,771

Additional number(s) attached  Yes  No

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

Name: Federal Research Corporation

Internal Address: Penelope Agodoa

Street Address: 1030 15th Street, NW,

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robin C. Dunn

Name of Person Signing

Signature

November 24, 2004

Date

Total number of pages including cover sheet, attachments, and document: 7

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

11/30/2004 GTOM11 00000073 78503747

01 FC:8521  
02 FC:8522

40.00 DP  
75.00 DP

TRADEMARK  
REEL: 003082 FRAME: 0760

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

*M*

This Intellectual Property Security Agreement is entered into as of ~~October 29, 2004~~ <sup>November 16, 2004</sup> by and among SILICON VALLEY BANK ("Bank") and IP3 NETWORKS, INC. (the "Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor and its affiliates (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor, dated 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). 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, Patents, and Mask Works 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

IP3 NETWORKS, INC.

By: *[Signature]*

Title: CEO

BANK:

SILICON VALLEY BANK

By: *[Signature]*

Title: *[Signature]*

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None filed

**EXHIBIT B**

**Patents**

<b><u>Description</u></b>	<b>Registration/ Application <u>Number</u></b>	<b>Registration/ Application <u>Date</u></b>
<b>Systems and Methods for Multi-Level Gateway Provisioning Based on a Device's Location</b>	<b>10/856,221</b>	<b>05/28/2004</b>

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IP3 – Design Trademark	78/503,747	10/21/2004
IP3 – Word Trademark	78/503,779	10/21/2004
IP3 Networks – Design Trademark	78/503,761	10/21/2004
IP3 – Word Trademark	78/503,771	10/21/2004

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None filed