

01-06-2005



1-3-05

102904656

To the Honorable Commiss. please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Inteq Services Corporation

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **July 27, 2004**

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-Delaware
 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)
2629149 2568081	
2618818 2568080	
2618785 2672593	
2753492 2495006	
2684140 2568079	

Additional numbers attached? Yes No

2005 JAN -3 PM 3:15
OPR/FINANCE

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: 10

7. Total fee (37 CFR 3.41): \$ 265.00
 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.

01/05/2005 MGETACHE 00000086 2629149

01 FC:8521 40.00 OP
02 FC:8522 225.00 OP

Name of Person Signing		December 24, 2004
	Signature	Date

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and INTEQ SERVICES 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 by and between Bank and Grantor dated the Effective Date (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.

Address of Grantor:

100 Crosby Drive
Bedford, MA 01730

Attn: _____

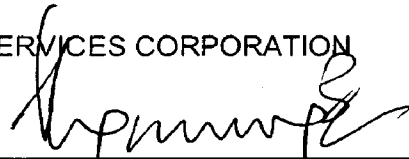
Address of Bank:

2221 Washington Street
One Newton Executive Park Suite 200
Newton, MA 02462

Attn: _____

GRANTOR:

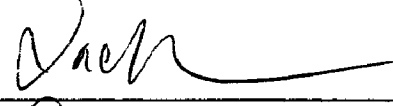
INTEQ SERVICES CORPORATION

By: 

Title: CEO


BANK:

SILICON VALLEY BANK

By: 

Title: Supervisor

SILICON VALLEY BANK a/b/a
SILICON VALLEY EAST

By: 

Title: VICE PRESIDENT 7/27/04

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

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>
FUSION LAYER	2,029,149	Registered
VISIBILITY CENTER	2,018,818	Registered
RUN WITH INSIGHT	2,018,785	Registered
NFRADSK	2,753,492	Registered
N5PNET	2,084,140	Registered
NTEQ	2,568,081	Registered
NFRAWATCH	2,568,080	Registered
NFRAPORTAL	2,072,593	Registered
NETXS	2,495,000	Registered
INTEQ	2,568,079	Registered

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

Schedule 3**Inteq Corporation
Trademarks**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Fusion Layer	75/159,757	11/1/00
M-pop	76/159,756	11/1/00
Visibility Center	76/159,755	11/1/00
Inteq Insight	76/140,409	10/3/00
Run with Insight	76/139,622	10/3/00
Infradesk	75/935,372	3/2/00
MSPNet	75/905,850	1/28/00
Inteq	75/872,785	12/15/99
Infracare	75/872,783	12/15/99
Infrawatch	75/872,782	12/15/99
Infraportal	75/872,779	12/15/99
Netxs	2,495,006	10/2/01
Inteq (and design)	75/872,777	12/15/99

BORROWER:

INTEQ SERVICES CORPORATION

By: [Signature]

Title: CEO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

Effective Date: 7-27-04

SILICON VALLEY BANK a/b/a -
SILICON VALLEY EAST

By: [Signature]

Title: VICE PRESIDENT

Name: MICHAEL J. FELL #/ 27/04