

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest Non-Recordation of Document 900028370A		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Top Layer Networks, Inc.		05/27/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CrossHill Georgetown Capital, L.P.		
Street Address:	1000 Wilson Boulevard		
Internal Address:	Suite 1850		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	limited partnership, as agent for purchasers: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2527792	APPSWITCH	
Serial Number:	75689016	TOP LAYER NETWORKS	
Registration Number:	2667529	TOP LAYER	
Registration Number:	2594785	SECUREWATCH	
Registration Number:	2483210	TOPVIEW	
Registration Number:	2388752	TOPPATH	
Registration Number:	2388753	TOPFIRE	
Registration Number:	2444571	TOPFLOW	
Serial Number:	76181871	GIGAWALL	
Registration Number:	2664766	FLOW MIRROR	
Registration Number:	2575719	PERFECTING THE ART OF NETWORK SECURITY	
Registration Number:	2701150	APPSAFE	
Serial Number:	76214630	GIGASHIELD	

CH \$490.00 2527792

900028740

TRADEMARK
REEL: 003125 FRAME: 0533

Serial Number:	76314419	TOP LAYER ATTACK MITIGATOR
Serial Number:	76314420	TOP LAYER IDS BALANCER
Serial Number:	76387690	DCFD
Serial Number:	76573672	TOPINSPECT
Serial Number:	78522353	SECURECOMMAND
Serial Number:	78522348	PROTECTIONCLUSTER

CORRESPONDENCE DATA

Fax Number: (214)758-1550

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2147581500

Email: estafford@pattonboggs.com

Correspondent Name: Darren W. Collins

Address Line 1: 2001 Ross Avenue

Address Line 2: Suite 3000; Patton Boggs, LLP

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	07/21/2005

Total Attachments: 19

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into effective as of May 23, 2005 by Top Layer Networks, Inc., a Delaware corporation ("**Debtor**"), in favor of CrossHill Georgetown Capital, L.P., a Delaware limited partnership, as agent for the purchasers (the "**Purchasers**") set forth in the Note Purchase and Security Agreement (as defined below) ("**Agent**", and together with the Purchasers, the "**Secured Parties**").

In consideration of Secured Parties' provision of financing to Debtor pursuant to that certain Note Purchase and Security Agreement by and between Debtor and the Secured Parties dated as of May 23, 2005 (as the same may be amended, modified or supplemented from time to time, the "**Note Purchase and Security Agreement**"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and the Secured Parties agree as follows:

1. Security Interest in Intellectual Property. To secure its obligations under the Note Purchase and Security Agreement, including Secured Obligations (including the Notes) (both as defined therein) (collectively, the "**Obligations**"), Debtor hereby grants and pledges to the Secured Parties a security interest in all of Debtor's intellectual property (including without limitation those copyrights, patents, trademarks and service marks and applications therefor 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 (collectively, the "**Intellectual Property Collateral**").

2. Restrictions on Future Licenses. Without the Agent's prior written consent, Debtor shall not enter into, or become bound by, any license, assignment or similar agreement with respect to the Intellectual Property Collateral that is reasonably likely to have a material impact on Debtor's business or financial condition, except for non-exclusive licenses entered into in the ordinary course of business.

3. New Intellectual Property. Debtor represents and warrants that the copyrights, patents and trademarks and service marks (and applications therefor) listed on Schedules A, B, and C, respectively, constitute all of the copyrights, patents, trademarks, service marks and applications now owned by Debtor. If, before Debtor's Obligations shall have been satisfied in full, Debtor shall (a) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (b) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any existing patent or any improvement on any existing patent, the provisions of this Agreement shall automatically apply thereto and Debtor shall give the Secured Parties prompt written notice thereof. Debtor hereby authorizes the Agent, on behalf of the Secured Parties, as attorney in fact, to file or refile this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, Library of Congress.

4. Certain Remedies. If an Event of Default (as such term is defined in the Note Purchase and Security Agreement) shall have occurred and be continuing, the Secured Parties

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may exercise in respect of the Intellectual Property Collateral, in addition to all other rights and remedies provided for herein or otherwise available to the Secured Parties, all the rights and remedies granted a secured party on default under the Uniform Commercial Code as in effect on the date of this Agreement in the State of Delaware, as amended from time to time (the "UCC") (whether or not the UCC applies to the affected Intellectual Property Collateral), and also may, upon prior written notice to Debtor, sell, assign or license, subject to then effective license agreements, at public or private sale or otherwise realize upon for cash, on credit or for future delivery, and at such price or prices and upon such other terms as are commercially reasonable, the whole or from time to time any part of the Intellectual Property Collateral, and after deducting from the proceeds of sale or other disposition of the Intellectual Property Collateral all expenses (including all reasonable expenses for brokers' fees and legal services), apply the amount of such proceeds toward the payment of the Obligations of Debtor. The Secured Parties will return any excess proceeds to Debtor and Debtor shall remain liable to the Secured Parties for any deficiency. The Secured Parties' rights and remedies under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Secured Parties may have.

5. Further Assurances. Debtor will execute and deliver to the Agent, on behalf of the Secured Parties, from time to time such supplemental assignments or other instruments, including but not by way of limitation, assignments to be filed with the United States Patent and Trademark Office, as the Secured Parties may require for the purpose of confirming the Secured Parties' interests in the Intellectual Property Collateral.

6. Term. This Agreement and the security interests granted in this Agreement (including any assignments to the Secured Parties) shall continue and be in full force and effect until the earlier of (a) the expiration of each of the respective copyrights, patents, trademarks, service marks and licenses assigned under this Agreement or (b) the Obligations of Debtor have been paid in full in cash or until the cancellation of the Notes, at which time they shall terminate.

7. Waivers. No course of dealing between Debtor and the Secured Parties nor any failure to exercise nor any delay in exercising, on the part of the Secured Parties, any right, power or privilege under this Agreement or under the Notes shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

9. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by all of the parties to this Agreement.

10. Binding Effect; Benefits. This Agreement shall be binding upon Debtor and its respective successors and assigns, and shall inure to the benefit of the Secured Parties, their successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the local laws of the State of Delaware, excluding conflict of law principles that would cause the application of laws of any other jurisdiction.

[Signature Page Follows]

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3

IN WITNESS WHEREOF, the Debtor has executed this Intellectual Property Security Agreement for the benefit of the Secured Party.

DEBTOR:

Top Layer Networks, Inc.

By: _____

Name: _____

Title: _____

James M. Kelly
CFO

Address of Debtor:

2400 Corporate Drive,
Westboro, Massachusetts 01581

AGREED:

SECURED PARTIES:

CrossHill Georgetown Capital, L.P.,
as Agent

By: _____

Name: _____

Title: _____

CrossHill Georgetown Capital, L.P.

By: _____

Name: _____

Title: _____

3i Technology Partners L.P.

By: 3i Technology Associates LLC,
Its General Partner

[SIGNATURE PAGE TOP LAYER NETWORKS, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

327452V1

IN WITNESS WHEREOF, the Debtor has executed this Intellectual Property Security Agreement for the benefit of the Secured Party.

DEBTOR:

Top Layer Networks, Inc.

By: _____
Name: _____
Title: _____

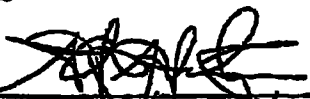
Address of Debtor:

2400 Corporate Drive,
Westboro, Massachusetts 01581


AGREED:

SECURED PARTIES:

**CrossHill Georgetown Capital, L.P.,
as Agent**

By: 
Name: Stuart J. Yarbrough
Title: Principal

CrossHill Georgetown Capital, L.P.

By: 
Name: Stuart J. Yarbrough
Title: Principal

3i Technology Partners L.P.

By: **3i Technology Associates LLC,
Its General Partner**

[SIGNATURE PAGE TOP LAYER NETWORKS, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

By: 3i Technology Corporation
Its Manager

By: *Ally Pugh*
Name: *Mikko-Juho Suonenlahti*
Title: *Vice President*

Westbury Equity Partners SBIC, L.P.

By: Westbury SBIC, Inc.
Its General Partner

By: _____
Name: _____
Title: _____

**Investcorp/(212) Ventures Technology
Fund I, L.P.**

By: Technology Ventures Limited
Its General Partner

By: _____
Name: _____
Title: _____

Wasserstein SBIC Ventures II, L.P.

By: _____
Name: _____
Title: _____

WV II Employee Partners, LLC

By: _____
Name: _____
Title: _____

Egan-Managed Capital II, L.P.

[SIGNATURE PAGES TO TOP LAYER NETWORKS, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

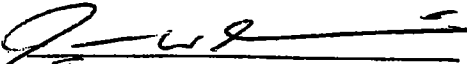
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By: 3i Technology Corporation
Its Manager

By: _____
Name: _____
Title: _____

Westbury Equity Partners SBIC, L.P.

By: Westbury SBIC, Inc.
Its General Partner

By: 
Name: James W. Schubauer II
Title: President

**Investcorp/(212) Ventures Technology
Fund I, L.P.**

By: Technology Ventures Limited
Its General Partner

By: _____
Name: _____
Title: _____

Wasserstein SBIC Ventures II, L.P.

By: _____
Name: _____
Title: _____

WV II Employee Partners, LLC

By: _____
Name: _____
Title: _____

Egan-Managed Capital II, L.P.

[SIGNATURE PAGES TO TOP LAYER NETWORKS, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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By: 3i Technology Corporation
Its Manager

By: _____
Name: _____
Title: _____

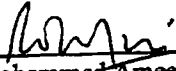
Westbury Equity Partners SBIC, L.P.

By: Westbury SBIC, Inc.
Its General Partner

By: _____
Name: _____
Title: _____

**Investcorp/(212) Ventures Technology
Fund I, L.P.**

By: Technology Ventures Limited
Its General Partner

By: 
Name: Mohammed Ameen
Title: Director

Wasserstein SBIC Ventures II, L.P.

By: _____
Name: _____
Title: _____

WV II Employee Partners, LLC

By: _____
Name: _____
Title: _____

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INTELLECTUAL PROPERTY SECURITY AGREEMENT]**

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3i Technology Corporation
Its Manager

By: _____
Name: _____
Title: _____

Westbury Equity Partners SBIC, L.P.

By: Westbury SBIC, Inc.
Its General Partner

By: _____
Name: _____
Title: _____

Investcorp/(212) Ventures Technology
Fund I, L.P.

By: Technology Ventures Limited
Its General Partner

By: _____
Name: _____
Title: _____

Wasserstein SBIC Ventures II, L.P.

By: [Signature]
Name: W. Townsend Zisch
Title: President

WV II Employee Partners, LLC

By: [Signature]
Name: W. Townsend Zisch
Title: Vice President

Egan-Managed Capital II, L.P.

[SIGNATURE PAGES TO TOP LAYER NETWORKS, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Egan-Managed Capital II, L.P.

By: EMC Partners II, L.P.
Its General Partner

By: Michael H. Shul
Name: _____
Title: Managing Partner

TI Ventures, L.P.

By: H&Q TI Ventures Management LLC
Its General Partner

By: _____
Name: _____
Title: _____

TI Ventures II, L.P.

By: H&Q TI Ventures Management LLC
Its General Partner

By: _____
Name: _____
Title: _____

H&Q BlazeNet Investors, L.P.

By: H&Q TI Ventures Management LLC
Its General Partner

By: _____
Name: _____
Title: _____

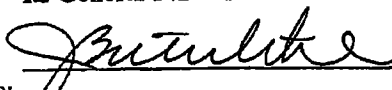
[SIGNATURE PAGES TO TOP LAYER NETWORKS, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

By: EMC Partners II, L.P.
Its General Partner

By: _____
Name: _____
Title: _____

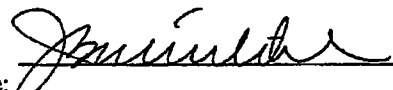
TI Ventures, L.P.

By: H&Q TI Ventures Management LLC
Its General Partner

By: 
Name: _____
Title: Jackie Berterretche
Attorney-in-Fact

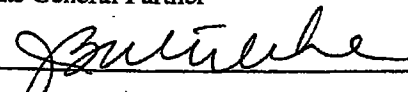
TI Ventures II, L.P.

By: H&Q TI Ventures Management LLC
Its General Partner

By: 
Name: _____
Title: Jackie Berterretche
Attorney-in-Fact

H&Q BlazeNet Investors, L.P.

By: H&Q TI Ventures Management LLC
Its General Partner

By: 
Name: _____
Title: Jackie Berterretche
Attorney-in-Fact

[SIGNATURE PAGES TO TOP LAYER NETWORKS, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

Copyrights

N/A

EXHIBIT B

Patents and Patent Applications

4

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Matter No. 11442-P01

**System and Process for Application-Level Flow
Connection of Data Processing Network**

**Inventors: Barry A. Spinney, Nigel T. Poole, Krishna
Narayanaswamy, Theodore L. Ross, Richard Szmauz**

U.S. Serial No. 09/058,448 Filed: April 10, 1998

Status: Issued May 1, 2001

U.S. Patent No. 6,226,267

PCT App No. PCT/US99/07783 Priority: April 10, 1998

Status: Entered national phase

European Patent App. No. 99916548.3

Status: Pending

Japanese Patent App. No. 2000-544091

Status: Pending

Matter No. 11442-P02

High-Speed Data Bus for Network Switching

Inventor: Nigel T. Poole

U.S. Serial No. 09/058,629 Filed: April 10, 1998

Status: Issued February 18, 2003

U.S. Patent No. 6,522,188

PCT App. No. PCT/US99/07809 Priority: April 10, 1998

Status: Entered national phase

European Patent App. No. 99916561.6

Status: Abandoned

Matter No. 11442-P03

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**system and Process for High-Speed Pattern Matching
for Application-Level Switching of Data Packets**

Inventors: Cary B. Robin, Krishna Narayanaswamy, Theodore L.
Ross, Barry A. Spinney

U.S. Serial No. 09/058,597 Filed: April 10, 1998

Status: Issued August 6, 2002

U.S. Patent No. 6,430,184

PCT App. No. PCT/US99/07808 Priority: April 10, 1998

Status: Entered national phase

European Patent App. No. 99918482.3

Status: Abandoned

Matter No. 11442-P04

**System and Process for Flexible Queuing of Data
Packets in Network Switching**

Inventors: Nigel T. Poole, Joseph H. Brown, IV, Scott William
Nolan, Barry A. Spinney, Richard L. Szmauz

U.S. Serial No. 09/060,575 Filed: April 15, 1998

Status: Issued March 30, 2004

U.S. Patent No. 6,714,553

PCT App. No. PCT/US99/07784 Priority: April 15, 1998

Status: Entered national phase

European Patent App. No. 99916549.1

Status: Pending

Matter No. 11442-P05

**Application-Level Data Communication Switching System and
Process for Automatic Detection of and Quality of Service
Adjustment for Bulk Data Transfers**

Inventors: Barry A. Spinney, Krishna Narayanaswamy

U.S. Serial No. 09/285,618 Filed: April 3, 1999

CIP application of P01 and P04

Status: Issued July 30, 2002

U.S. Patent No. 6,426,943

PCT app. no. PCT/US00/08700 Priority: April 3, 1999
Status: Entered national phase

European Patent App. No. 00920024.7
Status: Abandoned

Japanese Patent App. No. 2000-610190
Status: Abandoned

Matter No. 11442-P06

Application-Level Data Communication Switching System and
Process For Automatic Detection of and Quality of Service
Adjustment for Multimedia Streaming Applications
Inventors: Barry A. Spinney, Krishna Narayanaswamy

U.S. Serial No. 09/285,617 Filed: April 3, 1999
CIP application of P01 and P04.
Status: Abandoned for failure to respond (as
Instructed by client)

PCT App. No. PCT/US00/08949 Priority: April 3, 1999
Status: Entered national phase

European Patent App. No. 00921677.1
Status: Abandoned

Japanese Patent App. No. 2000-610253
Status: Pending

Matter No. 11442-P07

System and Method for Flow Mirroring in a Network Switch
Inventors: Doug Hegge, Charles C. Lindsay, Theodore Langston
Ross, Krishna Narayanaswamy, Barry A. Spinney

Prov. App. Serial No. 60/184,054 Filed Feb. 22, 2000
Status: Converted to utility patent application

U.S. Serial No. 09/791,517 Filed: Feb. 22, 2001
Status: Pending (rejected on final office action,
requires appeal or continued examination,
currently abandoned, seeking revival)

PCT App. No. PCT/01/06027 Priority: Feb. 22, 2000

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Status: Entered national phase

European Patent App. No. 01918236.9

Status: Pending

Japanese Patent App. No. 2000-562910

Status: Pending

Matter No. 11442-P08

**System and Process for Defending Against Denial of Service
Attacks on Network Nodes**

Inventors: Krishna Narayanaswamy, Barry A. Spinney, Theodore L.
Ross, Michael D. Paquette, Christopher L. Wright

U.S. Serial No. 09/653,045 Filed: September 1, 2000

Status: Pending (Response to first office action filed, final rejection
calling for appeal or continued examination, waiting

Client instructions)

PCT App. No. PCT/01/41961 Priority: September 1, 2000

Status: Entered national phase

European Patent App. No. 01966736.9

Status: Pending (filed response to office action)

Japanese Patent App. No. 2000-523830

Status: Pending

EXHIBIT C

Trademarks

See attached list.

Top Layer Trademarks

Registered and Pending Marks		Filing Date	Ser. No	Reg. No.	Class	Status
<u>US MARKS</u>						
1	APPSWITCH	05/23/00	75407991	2527792	9	Registered 1/8/02
2	TOP LAYER NETWORKS	04/22/99	75689016	75689016	9	Registered 7/8/03
3	TOP LAYER	05/05/99	75698454	2667529	9	Registered 12/31/02
4	SECUREWATCH	05/13/99	75705807	2594785	9	Registered 7/16/02
5	TOPVIEW	05/04/99	75699802	2483210	9	Registered 8/28/2001
6	TOPPATH	05/04/99	75697789	2388752	9	Registered 9/19/2000
7	TOPFIRE	01/04/00	75697790	2388753	9	Registered 9/19/2000
8	TOPFLOW	05/22/00	76053556	2444571	9	Registered 4/17/2001
9	GIGAWALL	12/15/00	76181871	N/A	9	2nd Request for Extension granted; next filing due by 5/25/05
10	FLOW MIRROR	01/05/01	76191337	2664766	9	Registered 12/17/02 (Supplemental Register)
11	PERFECTING THE ART OF NETWORK SECURITY	01/05/01	76191343	2575719	9	Registered 6/4/02
12	APPSAFE	03/28/01	76232917	2701150	9	Registered 3/25/03
13	GIGASHIELD	02/22/01	76214630	N/A	9	3rd Request for Extension pending; next filing due by 10/21/05
14	TOP LAYER ATTACK MITIGATOR	09/19/01	76314419	N/A	9	Petition filed on 10/7/04
15	TOP LAYER IDS BALANCER	09/19/01	76314420	N/A	9	Response to Office action due on or before 8/9/05
16	DCFD	03/27/02	76387690	N/A	9	Final review completed; will register in due course (as of 12/10)
17	TOPINSPECT	01/28/04	76573672	N/A	9	Notice of Allowance Issued on 2/8/05; next filing by 8/8/05
18	SECURE COMMAND	12/03/04	78522353	N/A	9	Newly filed application; not yet assigned to examiner
19	PROTECTION CLUSTER	12/03/04	78522348	N/A	9	Newly filed application; not yet assigned to examiner

Top Layer Trademarks

EU MARKS

20	TOP LAYER (CTM IN EU)	03/04/03	3081767	3081767	9	Registered 12/13/04
21	IDS BALANCER (CTM IN EU)	03/04/03	3082071	3082071	9	Registered 12/13/04
22	ATTACK MITIGATOR (CTM IN EU)	03/04/03	3081718	3081718	9	Registered 12/13/04