

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ceon Corporation		08/25/2005	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Sutter Hill Ventures
<b>Street Address:</b>	755 Page Mill Road, Suite A-200
<b>City:</b>	Palo Alto
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94304
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CALIFORNIA
<b>Name:</b>	Sutter Hill Entrepreneurs Fund (AI), L.P.
<b>Street Address:</b>	755 Page Mill Road, Suite A-200
<b>City:</b>	Palo Alto
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94304
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CALIFORNIA
<b>Name:</b>	Sutter Hill Associates
<b>Street Address:</b>	755 Page Mill Road, Suite A-200
<b>City:</b>	Palo Alto
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94304
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CALIFORNIA
<b>Name:</b>	Needham Capital Partners II, L.P.
<b>Street Address:</b>	445 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022

CH \$140.00 2805174

Entity Type: LIMITED PARTNERSHIP:

Name: Needham Capital Partners II (Bermuda), L.P.  
Street Address: 445 Park Avenue  
City: New York  
State/Country: NEW YORK  
Postal Code: 10022  
Entity Type: LIMITED PARTNERSHIP:

Name: Sutter Hill Entrepreneurs Fund (QP), L.P.  
Street Address: 755 Page Mill Road, Suite A-200  
City: Palo Alto  
State/Country: CALIFORNIA  
Postal Code: 94304  
Entity Type: LIMITED PARTNERSHIP: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2805174	CEON
Registration Number:	2682507	CEON
Registration Number:	2652255	CEON CORPORATION
Registration Number:	2262541	NETEXPRESS
Registration Number:	2784540	CEON

CORRESPONDENCE DATA

Fax Number: (415)951-3699  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 4156932487  
Email: mcass@cooley.com  
Correspondent Name: Melanie Cass  
Address Line 1: One Maritime Plaza, 20th Floor  
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Melanie Cass
Signature:	/Melanie Cass/
Date:	09/01/2005

Total Attachments: 8  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 25, 2005 by and between CEON CORPORATION, a California corporation (“GRANTOR”) and the secured parties listed on the signature page hereof (the “Secured Parties”).

### RECITALS

A. The Secured Parties have made and may in the future make certain advances of money to Grantor (the “Loans”) in the amounts and manner set forth in those certain Convertible Secured Promissory Notes executed by Grantor in favor of the Secured Parties (collectively, as the same may be amended, modified or supplemented from time to time, the “Notes”). The Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Secured Parties a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”), Grantor has granted to the Secured Parties a security interest in all of Grantor’s right, title and interest in, to or under all of the Grantor’s assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

To secure the Secured Obligations, Grantor grants and pledges to the Secured Parties a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks 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.

Notwithstanding the foregoing, the grant, assignment and transfer of a security interest as provided herein shall not extend to: (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; *provided* that the foregoing exclusion shall not apply if (i) 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 or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); *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 any Secured Party's 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.

This security interest is granted in conjunction with the security interest granted to the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the Notes, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Security Agreement or any of the Notes, 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 the Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the Notes, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to 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.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**CEON CORPORATION**

By: Peter BL  
Peter Burke,  
Chief Executive Officer

**SECURED PARTIES:**

**SUTTER HILL VENTURES,  
A California Limited Partnership**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Managing Director of the General Partner

**SUTTER HILL ENTREPRENEURS FUND (AI), L.P.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Managing Director of the General Partner

**SUTTER HILL ENTREPRENEURS FUND (QP), L.P.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Managing Director of the General Partner

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**CEON CORPORATION**

By: \_\_\_\_\_  
Peter Burke,  
Chief Executive Officer

**SECURED PARTIES:**

**SUTTER HILL VENTURES,  
A California Limited Partnership**

By: Tench Cox  
Name: **TENCH COXE**  
Managing Director of the General Partner

**SUTTER HILL ENTREPRENEURS FUND (AI), L.P.**

By: Tench Cox  
Name: **TENCH COXE**  
Managing Director of the General Partner

**SUTTER HILL ENTREPRENEURS FUND (QP), L.P.**

By: Tench Cox  
Name: **TENCH COXE**  
Managing Director of the General Partner

**Sutter Hill Associates, L.P.**

By: Tench Cox  
Name: **TENCH COXE**  
General Partner

**SECURED PARTIES:**

**NEEDHAM CAPITAL PARTNERS II, L.P.**

By: \_\_\_\_\_

Print Name: John J. Prior, Jr.

Title: manager of General Partner

**NEEDHAM CAPITAL PARTNERS II (BERMUDA), L.P.**

By: \_\_\_\_\_

Print Name: John J. Prior, Jr.

Title: manager of General Partner



**EXHIBIT A**  
**COPYRIGHTS**

<u>DESCRIPTION</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
Registered Copyright: FirstTel name and logo (IC 9)	2271738	8/24/1999
Registered Copyright: a Centrex communications management system	TXu-127-536	3/28/83
Registered Copyright: Cenpac AV	TXu-711-159	3/15/96
Registered Copyright: Cenpac 7.1 QA release 12-15-95	TXu-730-786	3/18/96
Registered Copyright: Cenpac version 4.0, level 8.5	Txu-730-868	3/18/96
Registered Copyright: Cenpac: a Centrex communications management system. By acAmerican Telecorp, Inc.	Txu-962-789	6/15/98
Registered Copyright: Cenpac AV. By acAmerican Telecorp, Inc.	Txu-962-790	6/15/98
Registered Copyright: Cenpac version 4.0, level 7.1. By acAmerican Telecorp, Inc.	Txu-962-791	6/15/98
Registered Copyright: Cenpac version 4.0, level 8.5. By acAmerican Telecorp, Inc	Txu-962-792	6/15/98
Unregistered Copyright: Ceon Integration & Provisioning Suite		First use: 4/2002
Unregistered Copyright: Ceon ItsON		First use: 9/2000
Unregistered Copyright: Ceon NetExpress		First use: 9/2000

**EXHIBIT B**

**PATENTS**

<u>DESCRIPTION</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
Patent: Automatic Generation of Reconfiguration Scripts for Telecommunication Devices	6078741	issued 6/20/2000
Patent: Methods and Apparatus for Modeling and Emulating Devices in a Network of Telecommunications System	5594792	issued 1/14/1997

**EXHIBIT C**  
**TRADEMARKS**

<u>DESCRIPTION</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
Trademark: Ceon (IC 9, 38)	EU: 519495	registered 7/5/2001
Trademark: Ceon (IC 9,38)	2805174	registered 12/13/1999
Trademark: Ceon (stylized) (IC 9, 38)	2682507	registered 2/4/2003
Trademark: Ceon Corporation (IC 38)	2652255	registered 9/10/1999
Trademark: Ceon	2784540	registered 7/20/1999
Trademark: NETEXPRESS (IC 9)	2262541	registered 7/20/1999
Trademark: NetExpress (IC 9)	EU: 877316	registered 10/5/2000
Trademark: NetExpress (IC 9)	Australia: 767687	registered 10/5/2000
Trademark: FirstTel & Device Label (IC 9)	Australia: 767688	registered 12/18/1998