

06-03-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office

6-1-05

**RECORDATION
TRADEMARK**



103014323

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents of the following address(es) below.

1. Name of conveying party(ies):

Narus, Inc.

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bridge Bank, National Association

Internal _____

Address: _____

Street Address: 2120 El Camino Real

City: Santa Clara

State: California

Country: USA Zip: 95050

- Association Citizenship National
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 13, 2004

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

78557434
78557435

76056271

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Bridge Bank, National Association

Internal Address: _____

Street Address: 2120 El Camino Real

City: Santa Clara

State: California Zip: 95050

Phone Number: 408-556-6503

Fax Number: 408-423-8510

Email Address: shelly.medina@bridgebank.com

6. Total number of applications and registrations involved:

90.00

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Richelle Medina
Signature

May 6, 2005

Date

Richelle Medina

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

06/02/2005 6TOM11 00000131 78557434

01 FC:8521
02 FC:8522

40.00 OP
50.00 OP

TRADEMARK
REEL: 003168 FRAME: 0952

OFFICE OF PUBLIC RECORDS
2005 JUN -1 AM 9:57
FINANCE SECTION

90E

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 13, 2004, by and between Bridge Bank, N.A. ("Secured Party") and Narus, Inc. ("Debtor").

RECITALS

Secured Party has agreed to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Business Financing Agreement of even date herewith (the "Financing Agreement") as may be amended from time to time. Capitalized terms used herein have the meaning assigned in the Financing Agreement. Pursuant to the terms of the Financing Agreement, Debtor has granted to Secured Party a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral.

NOW, THEREFORE, Debtor agrees as follows:

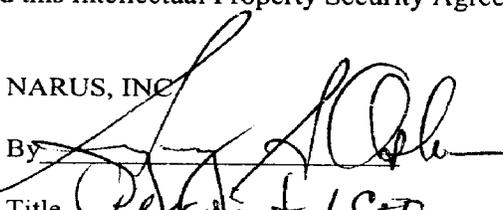
AGREEMENT

To secure payment and performance of its obligations under the Financing Agreement and any other agreement between Debtor and Secured Party, Debtor grants to Secured Party, a security interest in all of Debtor's right, title and interest in Debtor's intellectual property (including without limitation those Copyrights, Patents and Trademarks (together with the goodwill of Debtor represented thereby) listed on Exhibits A, B and C hereto), 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).

Debtor represents and warrants that (i) listed on Exhibit C hereto are all trademark registrations and pending registrations owned or controlled by Debtor or licensed to Debtor, (ii) listed on Exhibit B are all patents and patent applications owned or controlled by Debtor or licensed to Debtor, and (iii) listed on Exhibit A are all of Debtor's software, computer programs and other works of authorship subject to United States copyright protection, including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Debtor. Debtor shall from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the intellectual property.

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

Address of Debtor:
500 Logue Avenue
Mountain View, CA 94043

NARUS, INC
By 
Title President / CEO

Address of Secured Party:
2120 El Camino Real
Santa Clara, CA 95050

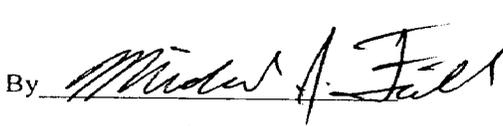
BRIDGE BANK, N.A.
By 
Title EVP

EXHIBIT A

Copyrights

Gray Cary\PA\10352035.1
2502644-900600

TRADEMARK
REEL: 003168 FRAME: 0954

EXHIBIT B

Patents

Description

Patent/Serial Number

Issue/Application
Date

N/A

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/Application Number</u> | <u>Registration/Application Date</u> |
|---------------------------|--|--|
| Narusview / Wordmark | 78557434 | 01/31/2005 |
| Narusforensics / Wordmark | 78557435 | 01/31/2005 |
| Narus / Wordmark | 76056271 | 05/04/2000 |

Gray Cary\PA\10352035.1
2502644-900600

RECORDED: 06/01/2005

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REEL: 003168 FRAME: 0956**