Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Datacore Software Corporation		03/24/2005	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Bridge Bank, National Association				
Street Address:	2120 El Camino Real				
City:	Santa Clara				
State/Country:	CALIFORNIA				
Postal Code:	95050				
Entity Type:	National Banking Association:				

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78106986	DATACORE
Serial Number:	75655036	DATACORE
Serial Number:	75766193	SANCENTRAL
Serial Number:	78333631	SANMAESTRO
Serial Number:	78314378	SANMELODY
Serial Number:	75743364	SANSYMPHONY
Serial Number:	76035739	SANVANTAGE

CORRESPONDENCE DATA

Fax Number: (202)728-0744

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

Phone: 2027216405

Email: christine.wilson@thomson.com Correspondent Name: Buchalter Nemer Fields & Younger

1000 Wilshire Blvd Address Line 1:

Suite 1500 Address Line 2:

REEL: 003187 FRAME: 0711

TRADEMARK

900035418

Address Line 4: Los Angeles, CALIFORNIA 90017				
NAME OF SUBMITTER:	Christine Wilson			
Signature:	/CHRISTINE WILSON/			
Date:	11/04/2005			
Total Attachments: 5 source=bridge - datacore software#page1.ti source=bridge - datacore software#page2.ti source=bridge - datacore software#page3.ti source=bridge - datacore software#page4.ti	f f f			

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 24, 2005, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and DATACORE SOFTWARE CORPORATION, ("Grantor") is made with reference to the Business Financing Agreement, dated as of March 24, 2005 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B:
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
 - (f) design rights;
- (g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

DATACORE SOFTWARE CORPORATION, a Florida corporation ("Borrower").

Name:

Address for Notices: 6300 NW 5th Way Fort Lauderdale, FL 33309 LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By____ Name:_

Title: Start Vici physian

Address for Notices: 2120 El Camino Real Santa Clara CA 95050 Fax (408) 423-8510 Attn: Mike Field

BNFY 501988v3 BNFY 501988v3

Exhibit A Copyrights

Description	Registration/	Registration/
	Application	Application
	Number	Date
SANsymphony Storage Networking Software: Version 4.0	TX-5-417-771	October 9, 2001
SANsymphony: Version 5.0	TX-5-436-480	February 13, 2002
DCS Storage Management Software	TX-5-501-940	June 27, 2001
SANsymphony: Version 5.1	TX-5-776-565	June 16, 2003

DataCore claims copyright in each of its works regardless of whether the copyright is registered.

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EXHIBIT B

Trademarks

<u>Mark</u>	Country	Classes	App. Number	App. Date	<u>Reg.</u> Number	Reg. Date	<u>Status</u>
DATACORE	China (People's Republic Of)	9	3,247,135	7/18/2002	Pending		
DATACORE	European Union	09, 16	2,516,359	12/24/2001	2,516,359	5/16/2003	Registered
DATACORE	Hong Kong	9	11,157/2002	7/19/2002	Published		
DATACORE	Japan	9	2001/113,462	12/20/2001	4624186	11/22/2002	Registered
DATACORE	South Korea	9	2002/30,159	6/28/2002	573,250	2/3/2004	Registered
DATACORE	Taiwan	9	91,027,858	6/28/2002	1,043,494	5/16/2003	Registered
DATACORE	United Kingdom	9	2,246,125	9/20/2000	2,246,125	9/20/2000	Registered
DATACORE	United States	9	78/105,986	2/5/2002	2,747,131	8/5/2003	Registered
DATACORE (and Design)	United States	09, 16	75/655,036	3/5/1999	2,672,485	1/7/2003	Registered
SANCENTRAL	United States	09, 16	75/766,193	8/2/1999	2,488,736	9/11/2001	Registered
SANMAESTRO	Japan	9	2003-104,238	11/25/2003	4,774,394	5/28/2004	Registered
SANMAESTRO	United States	9	78/333,631	11/26/2003	Pending		
SANMELODY	Japan	9	2003/091,469	10/17/2003	4,770,330	5/14/2004	Registered
SANMELODY	United States	9	78/314,378	10/16/2003	Pending		
SANSYMPHONY	China (People's Republic Of)	9	3,247,136	7/18/2002	3,247,136	8/28/2003	Registered
SANSYMPHONY	European Union	9	2,516,573	12/24/2001	2,516,573	3/7/2003	Registered
SANSYMPHONY	Hong Kong	9	11,158/2002	7/19/2002	Published		
SANSYMPHONY	Japan	9	2001/113,463	12/20/2001	4624187	11/22/2002	Registered
SANSYMPHONY	Taiwan	9	91,027,859	6/28/2002	1,043,495	5/16/2003	Registered
SANSYMPHONY	United States	09, 16	75/743,364	6/28/1999	2,632,230	10/8/2002	Registered
SANVANTAGE	United States	35	76/035,739	4/27/2000	2,625,960	9/24/2002	Registered

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EXHIBIT C

PATENTS

Description	Registration/	Registration/
	Application	Application
	Number	Date
Description	Registration/	Registration/
	Application	Application
	Number	Date
SCSI Transport Protocol Via TCP/IP Using Existing Network Hardware and Software	10/035,790	12/24/2001
Method & Apparatus for Asynchronous Mirroring Using TCP/IP Internet Protocol	09/910,662	7/20/2001
Network Managed Volumes	10/165,746	6/7/2002
Universal Storage Interface	10/330,005	12/26/2002
Apparatus & Method for Using Storage Domains for Controlling Data in Storage Area Networks	09/649,120	8/28/2000
Method and Apparatus for Point-in-Time Volume	10/893,477	7/15/2004
Apparatus and Method for Providing Direct Local Access to File Level Data in Client Disk Images Within Storage Area Networks	US Patent 6,606,651	
Method and Apparatus for Point-in-Time Volume	US Patent 6,799,258	

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RECORDED: 11/04/2005