

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Holocom Networks		08/31/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2869867	TOPRUNNER	
Registration Number:	2521005	HOLOCOM	
Registration Number:	2605354	HOLOCOM NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	(312)261-1532		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.261.2232		
Email:	schronopoulos@pedersenhaupt.com		
Correspondent Name:	Stacy P. Chronopoulos		
Address Line 1:	161 N. Clark Street		
Address Line 2:	Suite 3100		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	200551052		
NAME OF SUBMITTER:	Stacy P. Chronopoulos		

CH \$90.00 2869867

Signature:

/Stacy P. Chronopoulos/

Date:

11/15/2005

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, supplemented, amended and restated or otherwise modified from time to time, the "IP Security Agreement"), dated as of August 31, 2005 is made by and between HOLOCOM NETWORKS, a California corporation (the "Grantor") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party").

RECITALS

WHEREAS, the Grantor and the Secured Party have entered into that certain Loan and Security Agreement dated as of August 31, 2005 (the "Loan Agreement") pursuant to which Secured Party has agreed to make a revolving loan to the Grantor in the amount of up to Ten Million Dollars (\$10,000,000) (the "Loan") as evidenced by that certain Revolving Note dated as of August 31, 2005 executed by the Grantor in favor of the Secured Party (the "Note"); and

WHEREAS, as a condition precedent to the disbursement of the Loan, Secured Party has required Grantor to execute and deliver this IP Security Agreement and to grant to Secured Party a continuing security interest in all of the Intellectual Property Collateral (as defined below).

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, the mutual promises and covenants contained in this IP Security Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees with Secured Party as follows:

SECTION 1. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the repayment of all amounts due under the Note and all of the other Obligations (as such term is defined in the Loan Agreement) of Grantor from time to time, Grantor does hereby assign, pledge, hypothecate, charge, mortgage, deliver, transfer and grant to the Secured Party a continuing security interest in, all of the right, title and interest of Grantor in, to and under the intellectual property described on Exhibit A attached hereto and made a part hereof and all other intellectual property of Grantor, whether now owned or existing or filed or hereafter acquired or arising and filed (the "Intellectual Property"), as well as all amendments, issues, reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of such Intellectual Property, any goodwill associated with any of the Intellectual Property, all income, royalties, damages and payments now and hereafter due and/or payable with respect to the Intellectual Property, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements of the Intellectual Property, all rights corresponding thereto throughout the world with respect to the Intellectual Property and all proceeds or products of the foregoing (collectively, the "Intellectual Property Collateral").

SECTION 2. New Intellectual Property. Grantor represents and warrants that the Intellectual Property listed on Exhibit A constitute all of the trademarks, copyrights and patents now owned, applied for or held by Grantor. If before the Obligations shall have been satisfied in full, Grantor shall (i) obtain rights to any Intellectual Property not listed on Exhibit A, or (ii)

become entitled to the benefit of any Intellectual Property Collateral (which is in any manner related to or a derivative of the invention that is the subject of the Intellectual Property and is not listed on Exhibit A), the provisions of Section 1 above shall automatically apply thereto and Grantor shall give to Secured Party written notice of the existence or creation thereof. Grantor hereby authorizes Secured Party to modify this IP Security Agreement by amending Exhibit A to include any such future acquired Intellectual Property. Grantor further agrees to execute any and all documents necessary to evidence the Secured Party's security interest in and to all such additional Intellectual Property added to Exhibit A pursuant to this Section 2.

SECTION 3. Representations and Warranties. Grantor represents, warrants and covenants to the Secured Party as follows:

- (a) The Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable;
- (b) All of the Intellectual Property Collateral rights are subsisting and are still valid and enforceable;
- (c) Grantor has no notice of any material suits or actions commenced or threatened against it, or notice of material claims asserted or threatened against it with respect to the Intellectual Property Collateral; and
- (d) Grantor has complied with, and will continue to comply with for the duration of its obligations, the requirements of Title 15 and Title 17 of the US Code and any other applicable statutes, laws, rules and regulations in connection with its use of the Intellectual Property Collateral except where the failure to comply would not have a material adverse effect on Grantor or the Intellectual Property Collateral.

SECTION 4. Duties of Grantor.

- (a) Grantor, at its sole expense, shall have the duty to:
 - (i) prosecute diligently any application filed by Grantor with respect to any of the Intellectual Property Collateral and satisfy any associated maintenance requirements until Grantor's obligations pursuant to the provisions of this IP Security Agreement shall have been satisfied in full. Grantor shall not abandon any Intellectual Property Collateral rights without prior written consent of the Secured Party, which shall not be unreasonably withheld;
 - (ii) prosecute diligently any material infringements of any of the Intellectual Property Collateral; and
 - (iii) otherwise enforce its rights with respect to such Intellectual Property Collateral.

(b) Notwithstanding the foregoing, at any time the Secured Party shall have the right, but shall in no way be obligated, to enforce the rights associated with the Intellectual Property Collateral, including, without limitation, to bring suit in its own name to enforce such rights, and if the Secured Party shall take any such actions which shall be necessary to enforce the rights with respect to such Intellectual Property Collateral, the Grantor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents reasonably required by the Secured Party in aid of such enforcement and the Grantor shall promptly, upon demand, reimburse and indemnify the Secured Party for all costs and expenses incurred by the Secured Party in the exercise of its rights under this Section 4(b).

SECTION 5. Restrictions on Future Agreements. Grantor agrees that it will not, without Secured Party's prior written consent, which consent shall not be unreasonably withheld, enter into any agreement which is inconsistent with Grantor's obligations under this IP Security Agreement, and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Secured Party under this IP Security Agreement. Furthermore, Grantor shall not, except for (a) the security interests created by this IP Security Agreement and (b) licenses granted to third parties with respect to the Intellectual Property Collateral, sell, assign, lease, transfer or convey any of the Intellectual Property Collateral or create or suffer to exist any lien upon or with respect to any of the Intellectual Property Collateral to secure the indebtedness or other obligations of any person.

SECTION 6. Royalties. Grantor hereby agrees that the use by the Secured Party of the Intellectual Property Collateral as authorized hereunder in connection with Secured Party's exercise of its rights and remedies under this IP Security Agreement shall be as co-extensive with the rights of Grantor under the Intellectual Property Collateral and without any liability for royalties or other related charges from Secured Party to Grantor.

SECTION 7. Default. Grantor shall be in default under this IP Security Agreement upon the happening of any of the following events of default (each being an "Event of Default"):

(a) an Event of Default shall have occurred under the Loan Agreement and shall be continuing beyond the applicable period for cure thereof;

(b) any representation or warranty made by the Grantor in Section 3 hereof proves untrue in any material respect as of the date of the issuance or making thereof; or

(c) any failure by the Grantor to observe or perform any of the covenants set forth herein which is not remedied by the Company within thirty (30) days after notice thereof to the Grantor by the Secured Party.

SECTION 8. Secured Party's Rights Upon an Event of Default. Upon the occurrence of an Event of Default, Secured Party shall have, in addition to all other rights and remedies given it by this IP Security Agreement or under the Loan Agreement, those rights and remedies allowed by Title 15 and Title 17 of the US Code and any other applicable statutes, laws, rules and regulations in connection with its use of the Intellectual Property Collateral, as well as the

rights and remedies of a secured party under the UCC or under the Uniform Commercial Code as enacted in any jurisdiction in which Grantor's records concerning the Intellectual Property Collateral may be located, as applicable.

SECTION 9. Release of Security Interest. Upon the payment or performance in full of all the obligations secured hereby, the Secured Party will, at the request and at the expense of Grantor, execute and deliver to Grantor such documents and instruments as Grantor shall reasonably request to release the lien on and security interest in the Intellectual Property Collateral that has been granted hereunder.

SECTION 10. Successors and Assigns. This Assignment and each and all of the covenants and obligations of the Assignor hereunder shall be binding upon and inure to the benefit of the parties hereto, and except as herein otherwise specifically provided, their respective successors and assigns.

SECTION 11. Governing Law. This Assignment shall be construed and interpreted in accordance with, and governed by, the internal laws of the State of Illinois (without giving effect to Illinois choice or conflict of law principles).

SECTION 12. Consent to Jurisdiction. GRANTOR IRREVOCABLY AGREES THAT, SUBJECT TO SECURED PARTY'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS ASSIGNMENT WILL BE LITIGATED IN COURTS HAVING SITUS IN CHICAGO, ILLINOIS. GRANTOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS.

SECTION 13. Effect of Loan Agreement/Incorporation of Loan Agreement Provisions/Defined Terms. This IP Security Agreement is one of the Loan Documents executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement. This IP Security Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Secured Party in the Intellectual Property Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Loan Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. Unless otherwise defined herein or the context otherwise requires, terms used in this IP Security Agreement shall have the meanings provided (or incorporated by reference) in the Loan Agreement.

SECTION 14. Counterparts. This IP Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 15. **Notices.** Any notices to be provided to the Grantor shall be sent to 2131 Palomar Airport Road, Suite 150, Calsbad, CA 92011 (or any other address specified by the Grantor to the Secured Party from time to time) in the manner set forth in the Loan Agreement.

SECTION 16. **Recitals.** The recitals are hereby incorporated by this reference.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Secured Party have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GRANTOR:

HOLOCOM NETWORKS

By: [Signature]
Name: J. BRADY SANDERS
Title: PRES.

SECURED PARTY:

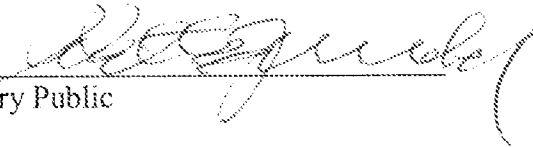
LASALLE BANK NATIONAL ASSOCIATION

By: [Signature]
Name: GABRIELLE VERIFFIN
Title: FIRST VICE PRESIDENT

STATE OF CALIF.)
) ss
COUNTY OF SAN DIEGO)

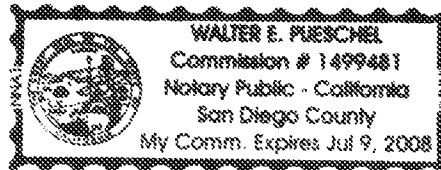
I, Walter E. Puschel, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY THAT WALTER S. SNYDER, PRESIDENT of Holocom Networks,
personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that he signed and
delivered the said instrument as his own free and voluntary act and as the act of said corporation
for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30th day of AUGUST, 2005.



Notary Public

My Commission Expires:

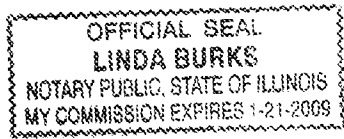


STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Linda Burks, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY THAT Gabriel M. Maffei of LaSalle
Bank National Association, personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed and delivered the said instrument as his own free and voluntary act
and as the act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31st day of August, 2005.

Linda Burks
Notary Public



My Commission Expires: 1/21/2009

EXHIBIT A

INTELLECTUAL PROPERTY

Pending Trademark Applications

None

Trademark Registrations

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
TOPRUNNER	2,869,867	August 3, 2004
HOLOCOM	2,521,005	December 18, 2001
HOLOCOM NETWORKS	2,605,354	August 6, 2002

Pending Copyright Applications

None

Copyright Registrations

None

Pending Patent Applications

None

Patent Registrations

None