

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
APPARENT NETWORKS, INC.		08/25/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	75 E. TRIMBLE ROAD		
Internal Address:	MC 4770		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	Michigan Banking Corporation:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78120193	JAALAM	
Serial Number:	78120195	JAALAM	
Serial Number:	78074623	APPARENET	
Serial Number:	78329139	APPARENT NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1132 APPARENT		

CH \$115.00 78120193

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	11/16/2005
Total Attachments: 9 source=Apparent IPSA#page1.tif source=Apparent IPSA#page2.tif source=Apparent IPSA#page3.tif source=Apparent IPSA#page4.tif source=Apparent IPSA#page5.tif source=Apparent IPSA#page6.tif source=Apparent IPSA#page7.tif source=Apparent IPSA#page8.tif source=Apparent IPSA#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 25 2005 by and between **COMERICA BANK** ("Bank") and **APPARENT NETWORKS, INC.** and **APPARENT NETWORKS CANADA, INC.** (each a "Grantor" and collectively, the "Grantors").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Bank a security interest in Grantors' Copyrights, Patents And Trademarks to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those copyrights, patents and trademarks listed on Schedules 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.

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

Each 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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.

Address:

321 Water Street, Suite 400
Vancouver, BC V6B 1B8

APPARENT NETWORKS, INC.
"Grantor"

By: Wendy van Donkelaar
Wendy van Donkelaar
Title: Secretary

Address:

321 Water Street, Suite 400
Vancouver, BC V6B 1B8

APPARENT NETWORKS CANADA, INC.
"Grantor"

By: Wendy van Donkelaar
Wendy van Donkelaar
Title: Secretary and Director of Operations

Address:

2321 Rosecrans Ave., Suite 5000
El Segundo, CA 90245

COMERICA BANK
"Bank"

By: Rory James
Name: RORY JAMES
Title: SENIOR VICE PRESIDENT

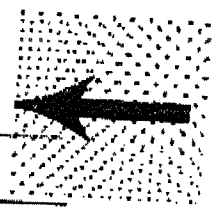


EXHIBIT A

There are no copyrights which are material to the business and affairs of
APPARENT NETWORKS, INC.

EXHIBIT B

Patents

MBM File No.	Title of Invention	Inventors	Serial Number	Filing Date	Jurisdiction	Present Status
1150-106PR	Method and Apparatus for Characterizing an End-to-End Path of an IP Network	Loki Jorgenson	60/541,928	February 6, 2004	US Provisional	Pending
1150-108PR	Method and Apparatus for Automating and Scaling Active Probing-Based IP Network Performance Monitoring and Diagnosis	Loki Jorgenson Robert Christopher Notris	60/562,547	April 16, 2004	US Provisional	Pending
1150-110	Signature Matching Methods and Apparatus for Performing Network Diagnostics	Loki Jorgenson	09/990,381	November 23/01	US	Pending
1150-110AU	Signature Matching Methods and Apparatus for Performing Network Diagnostics	Loki Jorgenson	2,467,883	November 22, 2002 NP: May, 20, 2004	Canada	Pending
1150-110AU	Signature Matching Methods and Apparatus for Performing Network Diagnostics	Loki Jorgenson	2002365318	November 22, 2002 NP: May 27, 2004	Australia	Pending

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MBM File No.	Title of Invention	Inventors	Serial Number	Filing Date	Jurisdiction	Present Status
1150-110CN	Performing Network Diagnostics Signature Matching Methods and Apparatus for Performing Network Diagnostics	Loki Jorgenson	02827427.X	November 22, 2002 NP: July 22, 2004	China	Pending
1150-110EP	Signature Matching Methods and Apparatus for Performing Network Diagnostics	Loki Jorgenson	02803720.8	November 22, 2002 NP: May 19, 2004	Europe	Pending
1150-110IN	Signature Matching Methods and Apparatus for Performing Network Diagnostics	Loki Jorgenson	01407/CHENP/2004	November 22, 2002 NP: June 22, 2004	India	Pending
1150-110JP	Signature Matching Methods and Apparatus for Performing Network Diagnostics	Loki Jorgenson	2003-548466	November 22, 2002 NP: May 21, 2004	Japan	Pending
	Methods and Apparatus for Placement of Test Packets onto a Data Communication Network	Igor Taranov	10/006,157	December 10/01	US	Pending
1150-111	Methods and Apparatus for Placement of Test Packets	Igor Taranov	2,468,488	December 6, 2002 NP: May 26, 2004	Canada	Pending

MBM File No.	Title of Invention	Inventors	Serial Number	Filing Date	Jurisdiction	Present Status
1150-111AU	onto a Data Communication Network Methods and Apparatus for Placement of Test Packets onto a Data Communication Network	Igor Taranov	2002350303	December 6, 2002 NP: May 31, 2004	Australia	Pending
1150-111CN	Methods and Apparatus for Placement of Test Packets onto a Data Communication Network	Igor Taranov	02827972.7	December 6, 2002 NP: August 10, 2004	China	Pending
1150-111EP	Methods and Apparatus for Placement of Test Packets onto a Data Communication Network	Igor Taranov	02784950.4	December 6, 2002 NP: July 8, 2004	Europe	Pending
1150-111IN	Methods and Apparatus for Placement of Test Packets onto a Data Communication Network	Igor Taranov	01507/CHENP/2004	December 6, 2002 NP: July 6, 2004	India	Pending
1150-111JP	Methods and Apparatus for Placement of Test Packets onto a Data Communication Network	Igor Taranov	2003-555737	December 6, 2002 NP: June 8, 2004	Japan	Pending

EXHIBIT C

Trademarks

TRADEMARK	OWNER	AGENT	COUNTRY	DATE FILED	APP. /SERIAL No.	DESCRIPTION OF WARES/SERVICES	STATUS
1. JAALAM	Jaalam Technologies, Inc. (Delaware Corp)	Perkins Coie LLP	United States	April 8/02	7812019 3	Network performance management and analysis software	Pending Statement of Use
2. JAALAM	Jaalam Technologies, Inc. (Delaware Corp)	Perkins Coie LLP	United States	April 8/02	7812019 5	Computer consulting services related to network performance measurement, analysis and optimization	Pending Statement of Use
3. APPARENET	Apparent Networks, Inc. (Delaware Corp)	Perkins Coie LLP	United States	July 18/01	7807462 3	Network performance measurement and analysis software	Notice of Allowance Issued
4. APPARENT NETWORKS	Apparent Networks, Inc. (Delaware Corp)	Perkins Coie LLP	United States	November 17/03	7832913 9	Network performance diagnostics and analysis software. Consulting services in the field of computer network performance diagnostics, analysis and optimization	Pending
5. JAALAM	Apparent Networks, Inc.	Faskens Martineau Dumoulin LLP	Canada	January 22/01	1090173	Network performance diagnostics and analysis software. Consulting services in the field of computer network performance diagnostics, analysis, and optimization	Allowed
6. APPARENET	Apparent Networks, Inc.	Faskens Martineau Dumoulin LLP	Canada	January 22/01	1090172	Network performance diagnostics and analysis software. Consulting services in the field of network performance diagnostics, analysis and optimization	Allowed

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7.	APPARENT NETWORKS	Apparent Networks, Inc.	n LLP Faskens Martineau Dumoulin LLP	Canada	June 12/03	1180061	Network performance diagnostics and analysis software. Consulting services in the field of computer network performance diagnostics, analysis and optimization	Pending
8.	DYNAMIC NETWORK AWARENESSES	Apparent Networks, Inc.	MBM & Co.	Canada	March 8/03	TBA	Computer software, namely software for diagnosing and analyzing the performance of computer networks and systems. Consulting services in the field of performance diagnostics, analysis and optimization of computer networks and systems	Pending

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