

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Conveyance Type from "Assigns the Entire Interest" to "Security Interest" previously recorded on Reel 003168 Frame 0952. Assignor(s) hereby confirms the Security Interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Narus, Inc.		04/13/2004	CORPORATION: DELAWARE

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:	Association:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	76056271	NARUS
Serial Number:	78557434	NARUSVIEW
Serial Number:	78557435	NARUSFORENSICS

CORRESPONDENCE DATA

Fax Number: (650)938-5200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (650) 988-8500
 Email: bbrown@fenwick.com
 Correspondent Name: Beverly Brown
 Address Line 1: 801 California Street
 Address Line 2: Silicon Valley Center
 Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	22501-070 ASSIGNMENT
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CH \$90.00 76056271

NAME OF SUBMITTER:	Beverly Brown
Signature:	/Beverly Brown/
Date:	12/01/2005
Total Attachments: 5 source=Narus Security Agreement#page1.tif source=Narus Security Agreement#page2.tif source=Narus Security Agreement#page3.tif source=Narus Security Agreement#page4.tif source=Narus Security Agreement#page5.tif	

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 [Signature]
Title President / CEO

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

BRIDGE BANK, N.A.
By [Signature]
Title EVP

EXHIBIT A

Copyrights

Gray Cary-PA10352035.1
7507644-900600

TRADEMARK
REEL: 003168 FRAME: 0954

TRADEMARK
REEL: 003202 FRAME: 0833

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/Serial Number</u>	<u>Issue/Application Date</u>
N/A		

Gray Corp. PA 10352335
1502004 000000

TRADEMARK
REEL: 003168 FRAME: 0955

TRADEMARK
REEL: 003202 FRAME: 0834

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	760562	05/04/2000

Gray Card: PAD0152015 1
2702644-980664

RECORDED: 06/01/2005

TRADEMARK
REEL: 003168 FRAME: 0956

RECORDED: 12/01/2005

TRADEMARK
REEL: 003202 FRAME: 0835