

**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
KENTROX, LLC		02/03/2006	LIMITED LIABILITY COMPANY: 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: 19**

Property Type	Number	Word Mark
Serial Number:	78737535	SMARTTOOLS
Registration Number:	2470956	PREVENT MAPPING
Registration Number:	2399231	FRAMEVISION
Registration Number:	2270704	MAGNUMPLUS
Registration Number:	2363075	COPPERSMART
Registration Number:	2312622	SATELLITE
Registration Number:	2382052	CELLSMART
Registration Number:	2158525	ULTIMATE ACCESS
Registration Number:	2246991	IPSHARE
Registration Number:	2150512	AAC-3
Registration Number:	2132384	CROSSPATH
Registration Number:	2401161	E-SMART
Registration Number:	1849086	D-SERV

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Registration Number:	1714608	DATASMART
Registration Number:	1600549	KENTROX-ADC
Registration Number:	1600542	KENTROX
Registration Number:	1511608	T-SMART
Registration Number:	1097970	KENTROX
Registration Number:	1571719	T-SERV

**CORRESPONDENCE DATA**

Fax Number: (858)550-6420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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:	036703-1186 KEG
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	02/08/2006

**Total Attachments: 5**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 3, 2006 by and between COMERICA BANK ("Bank") and KENTROX, LLC, a limited liability corporation ("Grantor").

### RECITALS

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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 Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**B.** Pursuant to the terms of the Loan Agreement, 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 Grantor and Bank, 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 Grantor and Bank, 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.

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.

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.

**GRANTOR:**

Address of Grantor:

20010 NW Tanasbourne Drive  
Hillsboro, OR 97124

Attn: Chief Financial Officer

**KENTROX, LLC**

By: 

Title: PRESIDENT + CEO

**BANK:**

**COMERICA BANK**

Address of Bank:

75 E Trimble Road  
M/C 4770  
San Jose, CA 95131

Attention: Manager

By: 

Title: AUP

**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
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**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Smarttools	78/737,535	10/20/2005
Prevent Mapping	2,470,956	07/24/2001
Framevision	2,399,231	10/31/2000
Magnumplus	2,270,704	08/17/1999
Coppersmart	2,363,075	06/27/2000
Satellite	2,312,622	01/25/2000
Cellsmart	2,382,052	09/05/2000
Ultimate Access	2,158,525	05/19/1998
IPShare	2,246,991	05/25/1999
AAC-3	2,150,512	04/14/1998
Crosspath	2,132,384	01/27/1998
E-smart	2,401,161	11/07/2000
D-serv	1,849,086	08/09/1994
Datasmart	1,714,608	09/08/1992
Kentrox-ADC (and design)	1,600,549	06/12/1990
Kentrox	1,600,542	06/12/1990
T-serv	1,571,519	12/19/1989
T-smart	1,511,608	11/08/1988
Kentrox	1,097,970	08/01/1978