

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mangrove Systems, Inc.		02/20/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	3003 Tasman Drive
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	Chartered Bank: CALIFORNIA

<b>Name:</b>	Gold Hill Venture Lending 03, L.P.
<b>Street Address:</b>	3003 Tasman Drive
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2926632	MANGROVE SYSTEMS
Registration Number:	2931303	PIRANHA
Serial Number:	76472297	BARRACUDA
Serial Number:	76506995	DATA AWARE TRANSPORT SYSTEM
Serial Number:	76471846	GFP NETWORK NAVIGATOR
Serial Number:	76471845	GNN
Serial Number:	76472296	OSPREY
Serial Number:	76472298	STINGRAY

**CH \$340.00 2926632**

Serial Number:	76467115	TRANSPORT AWARE SWITCHING
Serial Number:	78429684	RPRLITE
Serial Number:	76589105	FLEXTRUNK
Serial Number:	76589104	FLEXWIRE
Serial Number:	76588882	METROMPLS

**CORRESPONDENCE DATA**

Fax Number: (703)415-1557  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 703-415-1555  
Email: mail@specializedpatent.com  
Correspondent Name: Christopher E. Kondracki  
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007  
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	6030159 FILING
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	04/03/2006

**Total Attachments: 19**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 20 day of February, 2006, by and among MANGROVE SYSTEMS, INC., a Delaware corporation with its principal place of business at 10 Fairfield Boulevard, Wallingford, Connecticut 06492 ("Grantor"), SILICON VALLEY BANK, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("SVB"), as agent (the "Agent"), and the other Lenders party hereto, including without limitation, SVB and GOLD HILL VENTURE LENDING 03, L.P. ("Gold Hill") (SVB and Gold Hill each individually, a "Lender", and collectively, the "Lenders").

### RECITALS

A. Lenders agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Term Loan and Security Agreement dated as of November 19, 2004, by and among Grantor, Agent and Lenders, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lenders are willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lenders a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Notwithstanding the terms of the Loan Agreement, Grantor has granted to Lenders 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 Intellectual Property Collateral (as defined therein).

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 Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lenders (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on EXHIBIT B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on EXHIBIT D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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, including, without limitation those set forth on EXHIBIT E attached hereto (collectively, the "Licenses");

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;

(b) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is bound;

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement or the Loan Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Agent of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of material Trademarks, Patents, Copyrights, and Mask Works, (ii) use its reasonable efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Agent in writing of material

infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works material to Borrower's business to be abandoned, forfeited or dedicated to the public without the written consent of Agent, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment, forfeit or dedication is appropriate;

(g) Grantor shall take such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of Lenders' interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral this IP Agreement will create, at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lenders a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement;

(i) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (b) for the perfection in the United States or the exercise by Lenders of their rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lenders by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Agent's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts; and

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Agent in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Lenders in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lenders' Rights. Lenders shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lenders for all documented reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lenders and their employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lenders access to Grantor's trade secrets and other proprietary information.

6. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will, upon reasonable request by Agent, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Agent, to perfect Lenders' security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lenders the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) In addition to section 6(a) above, Grantor shall not register any Copyrights or Mask Works in the United States Copyright Office unless it: (i) has given at least five (5) days' prior written notice to Agent of its intent to register such Copyrights or Mask Works and has provided Agent with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Agent may reasonably request in order to maintain the perfection and priority of Lenders' security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Lenders a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Lenders to maintain the perfection and priority of their security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Lenders of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing.

(c) Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Agent or otherwise, from time to time in Agent's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Agent deems appropriate, in order to further perfect or protect Lenders' interest in the Intellectual Property Collateral.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement in any material respect.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lenders shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including

without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lenders have a security interest and to make it available to Lenders at a place designated by Lenders. Lenders shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lenders to exercise their rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lenders in connection with the exercise of any of Lenders' rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lenders' rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lenders and their officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lenders as a result of or in any way arising out of, following or consequential to transactions between Lenders and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lenders' gross negligence or willful misconduct.

10. Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lenders shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This IP 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.

14. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE LENDERS SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE LENDERS DEEM NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE LENDERS' RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

GRANTOR AND LENDERS EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

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**EXECUTED** as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

**Address of Grantor:**

10 Fairfield Boulevard

Wallingford, Connecticut 06492

**GRANTOR:**

**MANGROVE SYSTEMS, INC.**

By: 

Name: John P. Hannon

Title: CFO & COO

**SILICON VALLEY BANK, as Agent and as a Lender**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GOLD HILL VENTURE LENDING 03, L.P., as a Lender**

By: **GOLD HILL VENTURE LENDING PARTNERS 03, LLC, its General Partner**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

**Address of Grantor:**

10 Fairfield Boulevard

Wallingford, Connecticut 06492

**GRANTOR:**


**MANGROVE SYSTEMS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SILICON VALLEY BANK, as Agent and as a Lender**

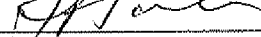
By:  \_\_\_\_\_

Name: Anthony Barker

Title: VP

**GOLD HILL VENTURE LENDING 03, L.P., as a Lender**

By: GOLD HILL VENTURE LENDING PARTNERS 03, LLC, its General Partner

By:  \_\_\_\_\_

Name: J.F. Tower

Title: Partner

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated 2/28, 2006.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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None

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>FIRST DATE COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>OF PUBLIC DISTRIBUTION</u>
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None

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>
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None

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated 2/28, 2006.

EXHIBIT "B"

PATENTS

PATENT

<u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
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U.S. Patent Application Publication No. 20050282413, entitled "Small Form Factor Pluggable Module Providing Passive Optical Signal Processing of Wavelength Division Multiplexed Signals" (Country: U.S., Serial No.: 11/157738, filing date: June 21, 2005, status: pending application).

PCT Patent Application Publication No. WO2006002104, entitled "Small Form Factor Pluggable Module Providing Passive Optical Signal Processing of Wavelength Division Multiplexed Signals" (Country: PCT, Serial No.: PCT/US2005/021825, filing date: June 21, 2005, status: pending application) Claims priority to U.S. Provisional Application No. 60/581,537.

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated 2/28, 2006.

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK</u>				
<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>

See attached.

EXHIBIT C

**Mangrove Systems, Inc. Trademark Inventory**

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Renewal Date
MANGROVE SYSTEMS Owner: Mangrove Systems, Inc. Class: 09 Int.; 38 Int.	Benelux	1020681	10/25/2002	734813	10/25/2002	10/25/2012
Status: Registered						
MANGROVE SYSTEMS Owner: Mangrove Systems, Inc. Class: 09 Int.	Canada	1153744	10/15/2002			
Status: Published						
FLEXTRUNK Owner: Mangrove Systems, Inc. Class: 09 Int.	Canada	1228681	8/30/2004			
Status: Published						
FLEXWIRE * Owner: Mangrove Systems, Inc. Class: 09 Int.	Canada	1228682	8/30/2004			
Status: Published						
METROMPLS Owner: Mangrove Systems, Inc. Class: 09 Int.	Canada	1228685	8/30/2004			
Status: Pending						
MANGROVE SYSTEMS Owner: Mangrove Systems, Inc. Class: 09 Int.	China (Peoples Republic)	3391504	12/3/2002	3391504	3/14/2004	3/13/2014
Status: Registered						
MANGROVE SYSTEMS Owner: Mangrove Systems, Inc. Class: 38 Int.	China (Peoples Republic)	3430043	1/9/2003	3430043	10/14/2004	10/13/2014
Status: Registered						
MANGROVE SYSTEMS Owner: Mangrove Systems, Inc. Class: 42 Int.	China (Peoples Republic)	3430042	1/9/2003	3430042	11/28/2004	11/27/2014
Status: Registered						

\*TO BE ABANDONED PER CLIENT INSTRUCTIONS

**Mangrove Systems, Inc. Trademark Inventory**

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Renewal Date
BARRACUDA	European Community	3168549	5/15/2003	3168549	1/3/2005	5/15/2013
<b>Owner:</b> Mangrove Systems, Inc. <b>Class:</b> 09 Int.; 37 Int.; 38 Int. <b>Status:</b> Registered						
MANGROVE SYSTEMS	European Community	2848612	8/28/2002			
<b>Owner:</b> Mangrove Systems, Inc. <b>Class:</b> 09 Int.; 37 Int.; 41 Int. <b>Status:</b> Abandoned						
MANGROVE SYSTEMS	European Community	2754307	6/27/2002			
<b>Owner:</b> Mangrove Systems, Inc. <b>Class:</b> 09 Int.; 37 Int.; 41 Int. <b>Status:</b> Abandoned						
OSPREY	European Community	3168523	5/15/2003	3168523	1/3/2005	5/15/2013
<b>Owner:</b> Mangrove Systems, Inc. <b>Class:</b> 09 Int.; 37 Int.; 38 Int. <b>Status:</b> Registered						
PIRANHA	European Community	3168556	5/15/2003			
<b>Owner:</b> Mangrove Systems, Inc. <b>Class:</b> 09 Int.; 37 Int.; 38 Int. <b>Status:</b> Published						
STINGRAY	European Community	3168531	5/15/2003			
<b>Owner:</b> Mangrove Systems, Inc. <b>Class:</b> 09 Int.; 37 Int.; 38 Int. <b>Status:</b> Abandoned						
FLEXTRUNK	European Community	4001475	8/31/2004			
<b>Owner:</b> Mangrove Systems, Inc. <b>Class:</b> 09 Int.; 37 Int.; 38 Int. <b>Status:</b> Published						

**Mangrove Systems, Inc. Trademark Inventory**

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Renewal Date
FLEXWIRE Owner: Mangrove Systems, Inc. Class: 09 Int.; 37 Int.; 38 Int. Status: Abandoned	European Community	4001459	8/31/2004			
METROMPLS Owner: Mangrove Systems, Inc. Class: 09 Int.; 37 Int.; 38 Int. Status: Published	European Community	004001483	8/31/2004			
MANGROVE SYSTEMS Owner: Mangrove Systems, Inc. Class: 09 Int.; 38 Int. Status: Registered	Finland	T200202888	10/15/2002	228751	10/31/2003	10/31/2013
MANGROVE SYSTEMS Owner: Mangrove Systems, Inc. Class: 09 Int.; 38 Int.; 41 Int.; 42 Int. Status: Registered	Germany	30251431	10/18/2002	30251431	1/28/2003	10/18/2012
MANGROVE SYSTEMS Owner: Mangrove Systems, Inc. Class: 09 Int.; 38 Int.; 41 Int.; 42 Int. Status: Pending	Italy	To2002C003334	11/13/2002			
MANGROVE SYSTEMS Owner: Mangrove Systems, Inc. Class: 09 Int.; 37 Int.; 38 Int.; 41 Int. Status: Registered	Japan	2002-102093	12/3/2002	4697642	8/1/2003	8/1/2013
FLEXTRUNK Owner: Mangrove Systems, Inc. Class: 09 Int. Status: Registered	Japan	2004-79599	8/30/2004	4863659	5/13/2005	5/13/2015
FLEXWIRE * Owner: Mangrove Systems, Inc. Class: 09 Int. Status: Registered	Japan	2004-79600	8/30/2004	4863660	5/13/2005	5/13/2015

\*TO BE ABANDONED PER CLIENT INSTRUCTIONS



**Mangrove Systems, Inc. Trademark Inventory**

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Renewal Date
METROMPLS Owner: Mangrove Systems, Inc. Class: 09 Int.	Japan	2004-79601	8/30/2004	4869436	6/3/2005	6/3/2015
MANGROVE SYSTEMS Owner: Mangrove Systems, Inc. Class: 09 Int.; 38 Int.	Sweden	2002/07405	11/14/2002	362140	7/18/2003	7/18/2013
MANGROVE SYSTEMS Owner: Mangrove Systems, Inc. Class: 09 Int.; 37 Int.; 38 Int.; 41 Int.	Switzerland	10311/2002	12/3/2002	510225	5/13/2003	12/3/2012
MANGROVE SYSTEMS Owner: Mangrove Systems, Inc. Class: 09 Int.; 37 Int.; 41 Int.	United Kingdom	2312297	10/2/2002	2312297	3/21/2003	10/2/2012
BARRACUDA Owner: Mangrove Systems, Inc. Class: 09 Int.	United States of America	76/472297	12/2/2002			
DATA AWARE TRANSPORT SYSTEM Owner: Mangrove Systems, Inc. Class: 09 Int.; 38 Int.	United States of America	76/506995	4/11/2003			
GFP NETWORK NAVIGATOR Owner: Mangrove Systems, Inc. Class: 09 Int.; 38 Int.	United States of America	76/471846	11/26/2002			
GNN Owner: Mangrove Systems, Inc. Class: 09 Int.; 38 Int.	United States of America	76/471845	11/26/2002			

Mangrove Systems, Inc. Trademark Inventory

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Renewal Date
MANGROVE SYSTEMS	United States of America	76/456540	10/3/2002	2926632	2/15/2005	2/15/2015
Owner: Mangrove Systems, Inc.						
Class: 09 Int.						
OSPREY	United States of America	76/472296	12/2/2002			
Owner: Mangrove Systems, Inc.						
Class: 09 Int.						
PIRANHA	United States of America	76/472295	12/2/2002	2931303	3/8/2005	3/8/2015
Owner: Mangrove Systems, Inc.						
Class: 09 Int.						
STINGRAY	United States of America	76/472298	12/2/2002			
Owner: Mangrove Systems, Inc.						
Class: 09 Int.						
SWITCHBLADE	United States of America					
Owner: Mangrove Systems, Inc.						
Class: 09 Int.						
TRANSPORT AWARE SWITCHING	United States of America	76/467115	11/6/2002			
Owner: Mangrove Systems, Inc.						
Class: 09 Int.						
RPRRLITE (Stylized)	United States of America	78/429684	6/3/2004			
Owner: Mangrove Systems, Inc.						
Class: 09 Int.						

Mangrove Systems, Inc. Trademark Inventory

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Renewal Date
FLEXTRUNK	United States of America	76/589105	4/28/2004			
Owner: Mangrove Systems, Inc.						
Class: 09 Int. Status: Allowed						
FLEXWIRE	United States of America	76/589104	4/28/2004			
Owner: Mangrove Systems, Inc.						
Class: 09 Int. Status: Abandoned						
METROMPLS	United States of America	76/588882	4/23/2004			
Owner: Mangrove Systems, Inc.						
Class: 09 Int. Status: Allowed						

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated 7/28, 2006.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK</u>				
<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>

None

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated 7/28, 2006.

EXHIBIT "E"

LICENSES

56120/633 Certain licenses executed by the Grantor in the ordinary course  
of business.

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