

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	04/07/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Akonix Systems, Inc.		04/07/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	TriplePoint Capital LLC
Street Address:	2420 Sand Hill Road, Suite 101
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2552620	AKONIX
Registration Number:	2588171	AKONIX
Serial Number:	78811029	IM IN CONTROL

CORRESPONDENCE DATA

Fax Number: (415)591-1400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: tsien@winston.com
 Correspondent Name: Ted H. Sien c/o Winston & Strawn LLP
 Address Line 1: 101 California Street, 39th Floor
 Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	250121.1 (AKONIX)
NAME OF SUBMITTER:	John D. Fredericks

CH \$90.00 2552620

Signature:

/John D. Fredericks/

Date:

04/19/2006

Total Attachments: 4

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TRIPLEPOINT
CAPITAL

PLAIN ENGLISH COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS

This is a Plain English Collateral Grant of Security Interest of Patents and Trademarks dated April 7, 2006 by and between TriplePoint Capital LLC, a Delaware company and Akonix Systems, Inc., a California corporation.

The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the Grantor, which is Akonix Systems, Inc., and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and Akonix Systems, Inc.

The Parties have entered into a Plain English Loan and Security Agreement dated April 7, 2006 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for patents or trademarks.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Patent Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and patent applications and specifically those listed on the attached **Schedule A**, as the same may be amended to include any patents acquired and patent applications filed and made a part of, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications and specifically those listed on **Schedule B** attached and made a part of as the same may be amended to include any trademarks acquired and trademark applications acquired, and all registrations and renewals of;
- ⇒ all Proceeds.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. The Loan Agreement is incorporated by reference in this Agreement as though set forth in full and all the capitalized words and other terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. AUTHORIZATION

You authorize and request that the Commissioner of Patents and Trademarks record this Agreement and the interests granted in this Agreement.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect or give priority to Our lien on the Patent Collateral. You will from time to time obtain any instruments or documents as we may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us. In addition, and for such purposes only, You hereby authorize Us to execute and deliver on Your behalf and to file such financing statements, assignments, notices, control agreements, security agreements and other documents without your signature either in Our name or in Our name as agent and attorney-in-fact for You. The Parties agree that a carbon, facsimile, photographic or other reproduction of this Agreement shall be sufficient as a financing statement and may be filed in any appropriate office in lieu thereof.

5. OUR RIGHT TO SUE

From and after an event of default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce the Patents and Trademarks. If We commence any such suit, You shall, at the Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

6. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties.

7. BINDING EFFECT

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

8. GOVERNING LAW

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You:

AKONIX SYSTEMS, INC.

Signature: 

Print Name: CHARLES KIMMEL

Title: CFO

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

PATENT APPLICATIONS

Patent Name	Status and Date Issued	Patent Number
(CIP) Systems and Methods for Dynamically Updating Software in a Protocol Gateway		10/661,226
(UTL) Extendible Gateway for Protection Against Rogue Protocols		10/167,228
(CIP) Extendible Gateway for Protection Against Rogue Protocols		10/459,408
(CIP) Systems and Methods for Authentication of Target Protocol Screen Names		10/459,421
(CIP) Systems and Methods for Implementing Protocol Enforcement Rules		10/459,111
(CIP) Systems and Methods for Reflecting Messages Associated with a Target Protocol Within a Network		10/459,725
(CIP) System and Methods for Detecting User Presence		10/459,119
(UTL) Automatic Discovery of Users Associated with Screen Names		10/167,229
(UTL) Context Sensitive Transfer		10/780,915
(UTL) Context Sensitive Transfer with Active Listening and Active Alerts		10/879,487
(PRV) Systems and Methods for Protocol Inspection and Enforcement		60/633,767
(CIP) Systems and Methods for Implementing Protocol Enforcement Rules		11/294,739
(PRV) Systems and Methods for Remote Protocol Enforcement		60/732988
(PRV) IM Sentry		

SCHEDULE B

**To Collateral Grant of Security Interest in Patents and Trademarks
Between Akonix Systems, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Registration Number
Akonix	3/26/2002	76290144	2552620
Akonix	7/2/2002	76278868	2588171

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
IM in control	2/9/06	78811029	Pending

TRADEMARK LICENSES

Name	Licensor	Licensee	Number
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