

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.		10/12/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Asia Asset Management, Inc.		
Street Address:	401-750 West Pender Street		
City:	Vancouver		
State/Country:	BRITISH COLUMBIA		
Postal Code:	V6C 2T8		
Entity Type:	CORPORATION: BRITISH COLUMBIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78074623	APPARENET	
Serial Number:	78601120	APPARENET VOICE	
Serial Number:	78885741	APPCRITICAL	
Serial Number:	78885743	APPCRITICAL	
Serial Number:	78329139	APPARENT NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	(206)359-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(206) 359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Heidi L. Sachs		
Address Line 1:	1201 Third Avenue		
Address Line 2:	Suite 4800		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	36385-4000		

CH \$140.00 78074623

NAME OF SUBMITTER:	Matthew D. Schneller
Signature:	/Matthew D. Schneller/
Date:	08/11/2006

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, supplemented, or otherwise modified from time to time, the "IP Security Agreement") dated as of October 12, 2005, is made by APPARENT NETWORKS, INC., a Delaware corporation (the "**Debtor**") in favor of ASIA ASSET MANAGEMENT INC.(the "**Secured Party**").

WHEREAS, the Borrower has entered into a loan agreement with the secured party, dated as of October 12, 2005, (as amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), with the Security Party;

WHEREAS, subject to the terms and conditions of the Loan Agreement, the Secured Party has agreed to make the Loan (as defined in the Loan Agreement) available to the Debtor. the Debtor has executed and delivered to the Secured Party the General Security Agreement dated as of October 12, 2005, 2005 (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Debtor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Debtor and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other Governmental Bodies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Grant of Security. The Debtor hereby grants to the Secured Party a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"):

- (i) all United States, international, and foreign patents, patent applications and patent licenses set forth in Exhibit A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");
- (ii) all United States, international and foreign trademarks and service mark registrations, applications, and licenses set forth in Exhibit A hereto (but excluding any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein impairs the validity or enforceability of such intent-to-use trademark applications under applicable federal law), (the "Trademarks");
- (iii) all United States, international and foreign copyrights, whether registered or unregistered (the "Copyrights");
- (iv) any and all claims for damages for past, present and future infringement, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

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(v) any and all Proceeds and products of any of the foregoing.

SECTION 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by the Debtor under this IP Security Agreement secures the payment of all Obligations (as defined in the Security Agreement) of the Debtor now or hereafter existing under or in respect of the Loan Documents (as defined in the Security Agreement) whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Debtor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Debtor to the Secured Party under the Credit Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Debtor.

SECTION 3. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the Debtor has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

APPARENT NETWORKS, INC.,

Name: _____

Title _____

ACCEPTED AND AGREED BY:

ASIA ASSET MANAGEMENT INC.

Name: _____

Title: _____

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(v) any and all Proceeds and products of any of the foregoing.

SECTION 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by the Debtor under this IP Security Agreement secures the payment of all Obligations (as defined in the Security Agreement) of the Debtor now or hereafter existing under or in respect of the Loan Documents (as defined in the Security Agreement) whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Debtor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Debtor to the Secured Party under the Credit Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Debtor.

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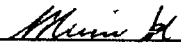
IN WITNESS WHEREOF, the Debtor has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

ACCEPTED AND AGREED BY:

APPARENT NETWORKS, INC.,

ASIA ASSET MANAGEMENT INC.

Name:



Name:

Title

Title:

SCHEDULE A

List of Intellectual Property Collateral

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 Norris	60/562,547	April 16, 2004	US Provisional	Pending
	Signature Matching Methods and Apparatus for Performing Network Diagnostics	Loki Jorgenson	09/990,381	November 23/01	US	Pending
1150-110	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	Loki Jorgenson	2002365318	November 22, 2002 NP: May 27, 2004	Australia	Pending

MBM File No.	Title of Invention	Inventors	Serial Number	Filing Date	Jurisdiction	Present Status
	Performing Network Diagnostics					
1150-110CN	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
	onto a Data Communication Network					
1150-111AU	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
1150-112PR	Method and apparatus for evaluation of service quality of a real time application operating over a packet-based network	Loki Jorgenson and Robert Christopher Norris	60/650,059	February 4, 2005		

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
7	APPARENT	Apparent Networks, Inc.	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 AWARENESS	Apparent Networks, Inc.	MBM & Co.	Canada	March 8/03	TBA	Computer software, namely software for diagnosing and analyzing the performance of	Pending

							computer networks and systems. Consulting services in the field of performance diagnostics, analysis and optimization of computer networks and systems	
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