

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Top Layer Networks, Inc.		08/15/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
<b>Name:</b>	Panmure Capital LP
<b>Composed Of:</b>	COMPOSED OF Panmure Capital Partners Limited (General Partner)(Panmure Capital LP is a secured party and the agent for the secured parties listed in the attached Trademark Security Agreement)
<b>Street Address:</b>	45 Moorfields
<b>Internal Address:</b>	Tenter House
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC2Y 9TH
<b>Entity Type:</b>	LIMITED PARTNERSHIP: UNITED KINGDOM

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2527792	APPSWITCH
Registration Number:	2733648	TOP LAYER NETWORKS
Registration Number:	2388752	TOPPATH
Registration Number:	2388753	TOPFIRE
Registration Number:	2667529	TOP LAYER
Registration Number:	2483210	TOPVIEW
Registration Number:	2594785	SECUREWATCH
Registration Number:	2444571	TOPFLOW
Registration Number:	2664766	FLOW MIRROR
Registration Number:	2575719	PERFECTING THE ART OF NETWORK SECURITY
Serial Number:	76214630	GIGASHIELD

CH \$440.00 2527792

Registration Number:	2701150	APPSAFE
Registration Number:	3006143	TOP LAYER IDS BALANCER
Registration Number:	3042156	DCFD
Serial Number:	76573672	TOPINSPECT
Serial Number:	78522353	SECURECOMMAND
Serial Number:	78647396	TOPRESPONSE

**CORRESPONDENCE DATA**

Fax Number: (212)715-8000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 715-9406  
Email: mmtm@kramerlevin.com  
Correspondent Name: Kramer Levin Naftalis & Frankel LLP  
Address Line 1: 1177 Avenue of the Americas  
Address Line 2: c/o Michael Maoz  
Address Line 4: New York, NEW YORK 10036

**DOMESTIC REPRESENTATIVE**

Name: Kramer Levin Naftalis & Frankel LLP  
Address Line 1: 1177 Avenue of the Americas  
Address Line 2: c/o Michael Maoz, Esq.  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Michael Maoz, Esq.
Signature:	/Michael Maoz/
Date:	08/25/2006

**Total Attachments: 14**

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## TRADEMARK/SERVICE MARK SECURITY AGREEMENT

This TRADEMARK/SERVICE MARK SECURITY AGREEMENT, dated as of August 15, 2006 ("TM Agreement"), is made by and between Top Layer Networks, Inc., a corporation duly incorporated in the state of Delaware (referred to herein as "Grantor") in favor of the parties listed on the signature page hereto (the "Secured Parties") and Panmure Capital Partners Limited acting as the general partner of Panmure Capital LP ("Panmure"), as a Secured Party and as agent for the Secured Parties under this TM Agreement (in such Capacity, the "Collateral Agent").

WHEREAS, the Grantor has entered into a Pledge and Security Agreement dated August 15, 2006, ("Security Agreement"), with the Collateral Agent and the Secured Parties;

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in the Collateral (as defined below) of the Grantor's to the Collateral Agent for the benefit of the Secured Parties.

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

Section 1. Grant of Security. The Grantor grants and hereby confirms its grant to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following:

- (i) All trademarks and service marks, and the goodwill associated with such marks, including all rights in and to the United States trademark/service mark applications and registrations set forth on Schedule A hereto (the "Collateral");
- (ii) any and all causes of action for past, present and future infringement or breach of the Collateral;
- (iii) any and all proceeds and goodwill of the businesses with which the Collateral is associated; and,
- (iv) all assets of Grantor's business which are necessary and sufficient to continue the business of Grantor which pertains to the business conducted under the Collateral.

Section 2. Recordation. The Grantor authorizes and requests that the United States Patent and Trademark Office record this TM Agreement.

IN WITNESS WHEREOF, the Grantor has caused this TM Agreement to be duly executed and delivered by its officers thereunto duly authorized as of the date first above written.

**GRANTOR:**

**Top Layer Networks, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**COLLATERAL AGENT:**

**Panmure Capital LP, as Collateral Agent and Secured Party**

**By: Panmure Capital Partners Limited, its General Partner**

By: Edward Forward  
Name: ELH FORWARD  
Title: MANAGING DIRECTOR

**SECURED PARTIES:**

**CrossHill Georgetown Capital, L.P.**

By: \_\_\_\_\_  
Name:  
Title:

**3i Technology Partners L.P.**

**By: 3i Technology Associates LLC, Its General Partner**

**By: 3i Technology Corporation, Its Manager**

By: \_\_\_\_\_  
Name:  
Title:

**Westbury Equity Partners SBIC, L.P.**  
**By: Westbury SBIC, Inc., Its General Partner**

By: \_\_\_\_\_  
Name:  
Title:

**Investcorp/(212) Ventures Technology Fund I, L.P.**  
**By: Technology Ventures Limited, Its General Partner**

By: \_\_\_\_\_  
Name:  
Title:

**Wasserstein SBIC Ventures II, L.P.**

By: \_\_\_\_\_  
Name:  
Title:

**WV II Employee Partners, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**Egan-Managed Capital II, L.P.**  
**By: EMC Partners II, L.P., Its General Partner**

By: \_\_\_\_\_  
Name:  
Title:

**TI Ventures, L.P.**  
**By: H&Q TI Ventures Management LLC**  
**Its General Partner**

By: \_\_\_\_\_  
Name:  
Title:

**TI Ventures II, L.P.**

**By: H&Q TI Ventures Management LLC  
Its General Partner**

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

Name:

Title:

**H&Q BlazeNet Investors, L.P.**

**By: H&Q TI Ventures Management LLC  
Its General Partner**

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

Name:

Title:

IN WITNESS WHEREOF, the Grantor has caused this TM Agreement to be duly executed and delivered by its officers thereunto duly authorized as of the date first above written.

**GRANTOR:**

Top Layer Networks, Inc.

By: Peter Randall  
Name: PETER RANDALL  
Title: CEO & President

**COLLATERAL AGENT:**

Pannure Capital LP, as Collateral Agent and Secured Party

By: Pannure Capital Partners Limited, its General Partner

By: \_\_\_\_\_  
Name:  
Title:

**SECURED PARTIES:**

CrossHill Georgetown Capital, L.P.

By: \_\_\_\_\_  
Name:  
Title:

3i Technology Partners L.P.

By: 3i Technology Associates LLC, its General Partner  
By: 3i Technology Corporation, its Manager

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Grantor has caused this TM Agreement to be duly executed and delivered by its officers thereunto duly authorized as of the date first above written.

**GRANTOR:**

**Top Layer Networks, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**COLLATERAL AGENT:**

**Panmure Capital LP, as Collateral Agent and Secured Party**

**By: Panmure Capital Partners Limited, its General Partner**

By: \_\_\_\_\_  
Name:  
Title:

**SECURED PARTIES:**

**CrossHill Georgetown Capital, L.P.**

By: \_\_\_\_\_  
Name:  
Title:

**3i Technology Partners L.P.**

**By: 3i Technology Associates LLC, Its General Partner**

**By: 3i Technology Corporation, Its Manager**

By: David Shapiro  
Name: *David Shapiro*  
Title: *Authorized Signatory*



Westbury Equity Partners SBIC, L.P.  
By: Westbury SBIC, Inc., Its General Partner

By: [Signature]  
Name: Richard P. Smith  
Title: C.F.O.

Investcorp/(212) Ventures Technology Fund I, L.P.  
By: Technology Ventures Limited, Its General Partner

By: \_\_\_\_\_  
Name:  
Title:

Wasserstein SBIC Ventures II, L.P.

By: \_\_\_\_\_  
Name:  
Title:

WW II Employee Partners, LLC

By: \_\_\_\_\_  
Name:  
Title:

Egan-Managed Capital II, L.P.  
By: EMC Partners II, L.P., Its General Partner

By: \_\_\_\_\_  
Name:  
Title:

TI Ventures, L.P.  
By: H&Q TI Ventures Management LLC  
Its General Partner

By: \_\_\_\_\_  
Name:  
Title:

**Westbury Equity Partners SBIC, L.P.**

**By: Westbury SBIC, Inc., Its General Partner**

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

Name:

Title:

**Investcorp/(212) Ventures Technology Fund I, L.P.**

**By: Technology Ventures Limited, Its General Partner**

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

Name:

Title:

**Wasserstein SBIC Ventures II, L.P.**

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

Name: *W. Thomas Still*

Title: *President*

**WV II Employee Partners, LLC**

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

Name: *W. Thomas Still*

Title: *Vice President*

**Egan-Managed Capital II, L.P.**

**By: EMC Partners II, L.P., Its General Partner**

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

Name:

Title:

**TI Ventures, L.P.**

**By: H&Q TI Ventures Management LLC**

**Its General Partner**

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

Name:

Title:

**Westbury Equity Partners SBIC, L.P.**

**By: Westbury SBIC, Inc., Its General Partner**

By: \_\_\_\_\_  
Name:  
Title:

**Investcorp/(212) Ventures Technology Fund I, L.P.**

**By: Technology Ventures Limited, Its General Partner**

By: \_\_\_\_\_  
Name:  
Title:

**Wasserstein SBIC Ventures II, L.P.**

By: \_\_\_\_\_  
Name:  
Title:

**WV II Employee Partners, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**Egan-Managed Capital II, L.P.**

**By: EMC Partners II, L.P., Its General Partner**

By: Michael H. Shanah  
Name:  
Title:

**TI Ventures, L.P.**

**By: H&Q TI Ventures Management LLC  
Its General Partner**

By: \_\_\_\_\_  
Name:  
Title:

**Westbury Equity Partners SBIC, L.P.**

**By: Westbury SBIC, Inc., Its General Partner**

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

Name:

Title:

**Investcorp/(212) Ventures Technology Fund I, L.P.**

**By: Technology Ventures Limited, Its General Partner**

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

Name: Ebrahim H. Ebrahim

Title: Director

**Wasserstein SBIC Ventures II, L.P.**

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

Name:

Title:

**WV II Employee Partners, LLC**

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

Name:

Title:

**Egan-Managed Capital II, L.P.**

**By: EMC Partners II, L.P., Its General Partner**

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

Name:

Title:

**TI Ventures, L.P.**

**By: H&Q TI Ventures Management LLC**

**Its General Partner**

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

Name:

Title:

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**GRANTOR:**

**Top Layer Networks, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**COLLATERAL AGENT:**

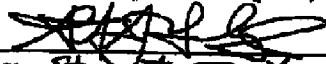
**Panmure Capital LP, as Collateral Agent and Secured Party**

**By: Panmure Capital Partners Limited, its General Partner**

By: \_\_\_\_\_  
Name:  
Title:

**SECURED PARTIES:**

**CrossHill Georgetown Capital, L.P.**

By:   
Name: Stuart J. Yarbrong  
Title: Principal

**3i Technology Partners L.P.**  
**By: 3i Technology Associates LLC, Its General Partner**  
**By: 3i Technology Corporation, Its Manager**

By: \_\_\_\_\_  
Name:  
Title:

CONFIDENTIAL

**Westbury Equity Partners SBIC, L.P.**  
**By: Westbury SBIC, Inc., Its General Partner**

By: \_\_\_\_\_  
Name:  
Title:

**Investcorp/(212) Ventures Technology Fund I, L.P.**  
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Name:  
Title:

**Wasserstein SBIC Ventures II, L.P.**

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Name:  
Title:


**WV II Employee Partners, LLC**

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Name:  
Title:

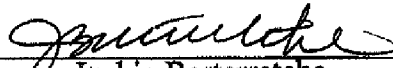
**Egan-Managed Capital II, L.P.**  
**By: EMC Partners II, L.P., Its General Partner**

By: \_\_\_\_\_  
Name:  
Title:

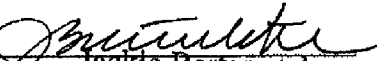
**TI Ventures, L.P.**  
**By: H&Q TI Ventures Management LLC**  
**Its General Partner**

By:   
Name: Jackie Berterreche  
Title: Attorney-in-Fact

**TI Ventures II, L.P.**  
**By: H&Q TI Ventures Management LLC**  
**Its General Partner**

By:   
Name: Jackie Berterretche  
Title: Attorney-in-Fact

**H&Q BlazeNet Investors, L.P.**  
**By: H&Q TI Ventures Management LLC**  
**Its General Partner**

By:   
Name: Jackie Berterretche  
Title: Attorney-in-Fact

**Top Layer Trademark Security Agreement Schedule**

<b>Mark:</b>	<b>Serial #:</b>	<b>Filing Dt:</b>	<b>Reg #:</b>	<b>Reg. Dt:</b>
APPSWITCH	75407991	12/19/1997	2527792	01/08/2002
TOP LAYER NETWORKS	75689016	04/22/1999	2733648	07/08/2003
TOPPATH	75697789	05/04/1999	2388752	09/19/2000
TOPFIRE	75697790	05/04/1999	2388753	09/19/2000
TOP LAYER	75698454	05/05/1999	2667529	12/31/2002
TOPVIEW	75699802	05/04/1999	2483210	08/28/2001
SECUREWATCH	75705807	05/13/1999	2594785	07/16/2002
TOPFLOW	76053556	05/22/2000	2444571	04/17/2001
FLOW MIRROR	76191337	01/06/2001	2664766	12/17/2002
PERFECTING THE ART OF NETWORK SECURITY	76191343	01/06/2001	2575719	06/04/2002
GIGASHIELD	76214630	02/22/2001		
APPSAFE	76232917	03/28/2001	2701150	03/25/2003
TOP LAYER IDS BALANCER	76314420	09/19/2001	3006143	10/11/2005
DCFD	76387690	03/27/2002	3042156	01/10/2006
TOPINSPECT	76573672	01/28/2004		
SECURECOMMAND	78522353	11/24/2004		
TOPRESPONSE	78647396	06/09/2005		