

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Second Rule LLC		08/30/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<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>	National Association:		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3028507	IP3	
Serial Number:	78803649	IP3	
Registration Number:	3035235	IP3 NETWORKS	
Registration Number:	3028506	IP3	
Registration Number:	3035230	IP3 NETWORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)630-5728		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213-891-5011		
<b>Email:</b>	jhawke@buchalter.com		
<b>Correspondent Name:</b>	Jody Hawke		
<b>Address Line 1:</b>	1000 Wilshire Boulevard, Suite 1500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017-2457		
<b>ATTORNEY DOCKET NUMBER:</b>	S4132-0066		

**CH \$140.00 3028507**

NAME OF SUBMITTER:	Jody Hawke
Signature:	/Jody Hawke/
Date:	08/31/2006
Total Attachments: 7 source=svb-2ndrule#page1.tif source=svb-2ndrule#page2.tif source=svb-2ndrule#page3.tif source=svb-2ndrule#page4.tif source=svb-2ndrule#page5.tif source=svb-2ndrule#page6.tif source=svb-2ndrule#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 30, 2006 by and between SILICON VALLEY BANK ("Bank") and SECOND RULE LLC, a Delaware limited liability company ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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).

B. 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.

C. 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 Bank and Grantor, 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 Exhibits 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 net 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 in which Grantor has an interest.

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.

Address of Grantor:

4119 Walnut Street, Suite 200,  
Philadelphia PA 19104

GRANTOR: SECOND RULE LLC

By:   
Title: CEO & President

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054

BANK:

SILICON VALLEY BANK

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

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.

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Santa Clara, CA 95054

BANK:

SILICON VALLEY BANK

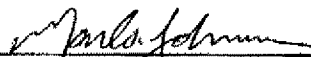
By:   
Title: Senior Advisor

EXHIBIT A  
Copyrights

<u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
NONE		

Exhibit A

EXHIBIT B  
Patents

<u>Description</u>	<u>Patent/ Application Number</u>	<u>Issue/ Application Date</u>
1. Systems and Methods for requesting protocol in a network using natural language messaging.	U.S. 11/299717	December 12, 2005
2. Systems and Methods for enforcing protocol in a network using natural language messaging.	U.S. 11/299567	December 12, 2005
3. Systems and Methods for negotiating and enforcing access to network resources.	U.S. 11/299646	December 12, 2005
4. Systems and Methods for Multi-level gateway provisioning based on a device's location.	PCT/US2005/018596	May 26, 2005
5. Systems and Methods for Multi-level gateway provisioning based on a device's location.	10/856221	May 28, 2004

Exhibit B



\*

EXHIBIT C  
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1. IP3 (Design)	3,028,507	December 13, 2005
2. IP3	78/803,649	January 31, 2006
3. IP3 Networks	3,035,235	December 27, 2005
4. IP3 (Design)	3,028,506	December 13, 2005
5. IP3 Network (Design)	3,035,230	December 27, 2005

Exhibit C