




**RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Zaiq Technologies, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, September 25, 2001 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on January 08, 2002 Reel 2426, Frame 0932.

Dated: July 27, 2006

SILICON VALLEY BANK

By:   
Name: C. B. Kennedy  
Title: Supervisor

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 25<sup>th</sup> day of September 2001 by and between ZAIQ TECHNOLOGIES, INC. ("Grantor"), and Silicon Valley Bank, a California banking corporation ("Bank").

### RECITALS

A. Bank will make advances to Grantor ("Advances") as described in the Accounts Receivable Purchase Agreement (the "Purchase Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works. Defined terms used but not defined herein shall have the same meanings as in the Purchase Agreement.

B. Pursuant to the terms of the Purchase 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 Grantor's indebtedness under the Purchase Agreement, 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 Bank, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its 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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth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 secrets, 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 servicemark rights, 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; and

(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.

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 IP Agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest.

(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;

(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 Bank 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 the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Bank in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's 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 Bank a valid and perfected first priority security interest in the Intellectual

Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Purchase Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, 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 (i) 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 (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Bank 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 Bank'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, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank 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 Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Bank's Rights. Bank 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 Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, and 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 one (1) in every six (6) months; provided, however, nothing herein shall entitle Bank access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, 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 Bank, to perfect Bank's 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 Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Bank or otherwise, from time to time in Bank's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Bank 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 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, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

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 Purchase Agreement; or

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

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

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its 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 Bank as a result of or in any way arising out of, following or consequential to transactions between Bank 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 Bank's gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Grantor all deed, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

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. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

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

14. 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.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Grantor and Bank consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

16. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Bank, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreement in favor of Grantor and have deliver a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Bank.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

**Address of Grantor:**

78 Dragon Court  
Woburn, Massachusetts 01801

**GRANTOR:**

ZAIQ TECHNOLOGIES, INC.

By: 

Name: Gary Arua

Title: CFO

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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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>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM GRANTOR)</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF GRANTOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR)</u>
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*Zaig may be considered to have copyright interest in its PREP<sup>TM</sup> and Test Bench Plus<sup>TM</sup> software environments and the related user manuals and documentation. No copyright applications have been filed as the company presently maintains this software as a trade secret.*



EXHIBIT "B"

PATENTS

PATENT

DESCRIPTION DOCKET NO. COUNTRY SERIAL NO. FILING DATE STATUS

none. The company is in the early stages of pursuing a patent on a portion of PREP™ software but, to date, no patent application has been prepared or filed and this IP is protected as a trade secret

EXHIBIT "C"

TRADEMARKS

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

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated September 25, 2001

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>
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Attachment to Exhibit C to Intellectual  
Property Security Agreement between  
Silicon Valley Bank and Zaiq Technologies, Inc.  
01-Aug-01

## Trademark

**Case Number:** AACI-T-003

**Country:** US

**Attorney(s):** CYT CRH EGB

United States of America

**Trademark:** NINTHWAVE

**Client:** Zaiq Technologies Inc

**Client Reference No.:**

**Case Type:** US

**Application Status:** Proposed

**Application Number:**

**Filing Date:**

**Priority Number:**

**Priority Date:**

**Registration Number:**

**Registration Date:**

**Publication Number:**

**Publication Date:**

**Last Renewal:**

**Next Renewal:**

**First Use Date:**

**ITU:**

**Allowance Date:**

**Owner:** ZAIQ Zaiq Technologies, Inc.

**Agent:**

**Agent Reference Number:**

**Class(es):**

**Goods:** Design Engineering Services for multimedia, telecommunications, networking and computer industry.

**Remarks:**

**User ID:** mgeorges

**Date Created:** 24-May-2001

**Last Update:** 21-Jun-2001

# Trademark

01-Aug-01

**Case Number:** AACI-T09-001

**Country:** US

**Attorney(s):** CYT CRH EGB

United States of America

**Trademark:** DESIGN

**Client:** Zaiq Technologies Inc

**Client Reference No.:**

**Case Type:** US

**Application Status:** Pending

**Application Number:** 76/214979

**Filing Date:** 26-Feb-2001

**Priority Number:**

**Priority Date:**

**Registration Number:**

**Registration Date:**

**Publication Number:**

**Publication Date:**

**Last Renewal:**

**Next Renewal:**

**First Use Date:**

**ITU:**

**Allowance Date:**

**Owner:** ZAIQ Zaiq Technologies, Inc.

**Agent:**

**Agent Reference Number:**

## List Of Actions

Action(s) Due	Due Date	Action Taken
Foreign Filing	26-May-2001	Reminder
4 Month Foreign Filing	26-Jun-2001	Reminder
5 Month Foreign Filing	26-Jul-2001	Due Date
Docket Report to J. Lightman	01-Aug-2001	Due Date
3 Months Until Response Due	11-Aug-2001	Reminder
6 Month Foreign Filing	26-Aug-2001	Final
Foreign Filing	26-Aug-2001	Due Date
Status Chk	26-Aug-2001	Due Date
2 Months Until Response Due	11-Sep-2001	Reminder
1 Month Until Response Due	11-Oct-2001	Due Date
Response Due	11-Nov-2001	Final

**Class(es):** 9, 38, 42

**Goods:** 9/Computer software for the design, development and testing of integrated circuits and electronic systems in the field of telecommunications, computers and networking.

35/Engineering consulting services, namely, the design, verification, integration,

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**Remarks:** 3/14/01 Official filing receipt mld; foreign filing due August 26, 2001.

5/11/01 Office action mailed from PTO; Response due before November 11, 2001. Rejections: Drawing, recitation of services, additional classes, etc.

**User ID:** mgeorges

**Date Created:** 24-May-2001

**Last Update:** 21-Jun-2001

customization, testing, and implementation of computer hardware, software, and firmware and the evaluation, integration, support, and development of complex integrated circuits and systems-on-chip in the fields of telecommunications, computers and networking, buisness consulting services, namely computer

hardware, software, and firmware evaluation and strategy development for others in the fields of telecommunications, computers, and networking; licensing of computer hardware, software, and firmware in the fields of telecommunication, computers, and networking.

37/Computer hardware and firmware maintenance, training, support and call center services in the fields of communications, computers, and networking.

# Trademark

01-Aug-01

**Case Number:** AACI-T09-004      **Country:** US  
**Attorney(s):** CYT CRH EGB      United States of America  
**Trademark:** PREP

**Client:** Zaiq Technologies Inc

**Client Reference No.:**

**Case Type:** US      **Application Status:** Pending

**Application Number:** 76/208964      **Filing Date:** 13-Feb-2001

**Priority Number:**      **Priority Date:**

**Registration Number:**      **Registration Date:**

**Publication Number:**      **Publication Date:**

**Last Renewal:**      **Next Renewal:**

**First Use Date:**

**ITU:**      **Allowance Date:**

**Owner:** ZAIQ      Zaiq Technologies, Inc.

**Agent:**

**Agent Reference Number:**

## List Of Actions

Action(s) Due	Due Date	Action Taken
Foreign Filing	13-May-2001	Reminder
4 Month Foreign Filing	13-Jun-2001	Reminder
5 Month Foreign Filing	13-Jul-2001	Due Date
Docket Report to J. Lightman	01-Aug-2001	Due Date
6 Month Foreign Filing	13-Aug-2001	Final
Foreign Filing	13-Aug-2001	Due Date
Status Chk	13-Aug-2001	Due Date
3 Months Until Response Due	16-Aug-2001	Reminder
2 Months Until Response Due	16-Sep-2001	Reminder
1 Month Until Response Due	16-Oct-2001	Reminder
Response Due	16-Nov-2001	Final

**Class(es):** 9, 38, 42

**Goods:** 9/Computer software for the design, development, and testing of integrated circuits and electronic systems in the field of telecommunications, computers and networking.

35/Engineering consulting services, namely, the design, verification, integration,



**Remarks:** 5/16/01 Office action mailed; rspnse to same is due b/f Nov. 16, 2001: May be a likelihood of confusion; descriptiveness; significance of term; ID of goods; classification.

**User ID:** mgeorges

**Date Created:** 24-May-2001

**Last Update:** 21-Jun-2001

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customization, testing and implementation of computer hardware, software and firmware, and the evaluation, integration, support and development of complex integrated circuits and systems-on-chip in the fields of telecommunications, comptuers and networking.

42/Computer software maintenance, training, support and call center services in the fields of telecommunications, computers and networking.

# Trademark

01-Aug-01

**Case Number:** AACI-T09-007

**Country:** US

**Attorney(s):** CYT CRH EGB

United States of America

**Trademark:** TEST BENCH PLUS

**Client:** Zaiq Technologies Inc

**Client Reference No.:**

**Case Type:** US

**Application Status:** Pending

**Application Number:** 76/064534

**Filing Date:** 07-Jun-2000

**Priority Number:**

**Priority Date:**

**Registration Number:**

**Registration Date:**

**Publication Number:**

**Publication Date:**

**Last Renewal:**

**Next Renewal:**

**First Use Date:**

**ITU:**

**Allowance Date:**

**Owner:** ZAIQ Zaiq Technologies, Inc.

**Agent:**

**Agent Reference Number:**

## List Of Actions

Action(s) Due	Due Date	Action Taken
Foreign Filing	07-Dec-2000	Due Date
Status Chk	07-Dec-2000	Due Date
3 Months Until Response Due	12-Mar-2001	Reminder
2 Months Until Response Due	12-Apr-2001	Reminder
1 Month Until Response Due	12-May-2001	Reminder
Response Due	12-Jun-2001	Final
Docket Report to J. Lightman	01-Aug-2001	Due Date

**Class(es):** 9

**Goods:** Software for the design, development and testing of integrated circuits and electronic systems containing integrated circuits, in class 9.

**Remarks:**

**User ID:** mgeorges

**Date Created:** 24-May-2001

**Last Update:** 21-Jun-2001

# Trademark

01-Aug-01

**Case Number:** AACI-T09-008

**Country:** US

**Attorney(s):** CYT CRH EGB

United States of America

**Trademark:** TIME-TO-REVENUE DESIGN ENGINEERING SOLUTIONS

**Client:** Zaiq Technologies Inc

**Client Reference No.:**

**Case Type:** US

**Application Status:** Pending

**Application Number:** 76/208969

**Filing Date:** 13-Feb-2001

**Priority Number:**

**Priority Date:**

**Registration Number:**

**Registration Date:**

**Publication Number:**

**Publication Date:**

**Last Renewal:**

**Next Renewal:**

**First Use Date:**

**ITU:**

**Allowance Date:**

**Owner:** ZAIQ Zaiq Technologies, Inc.

**Agent:**

**Agent Reference Number:**

## List Of Actions

Action(s) Due	Due Date	Action Taken
Foreign Filing	13-May-2001	Reminder
4 Month Foreign Filing	13-Jun-2001	Reminder
5 Month Foreign Filing	13-Jul-2001	Due Date
Docket Report to J. Lightman	01-Aug-2001	Due Date
3 Months Until Response Due	11-Aug-2001	Reminder
6 Month Foreign Filing	13-Aug-2001	Final
Foreign Filing	13-Aug-2001	Due Date
Status Chk	13-Aug-2001	Due Date
2 Months Until Response Due	11-Sep-2001	Reminder
1 Month Until Response Due	11-Oct-2001	Due Date
Response Due	11-Nov-2001	Final

**Class(es):** 9, 35, 37

**Goods:** 9/Computer software for the design, development and testing of integrated circuits and electronic systems in the field of telecommunications, computers and networking.

35/Engineering consulting services, namely, the design, verification, integration,

**Remarks:** 5/11/01 Office action mailed from PTO; Response to OA due November 11, 2001. Examiner notes mark is descriptive, id of goods indefinite; classifications; additional classes, etc.

**User ID:** mgeorges

**Date Created:** 24-May-2001

**Last Update:** 21-Jun-2001

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customization, testing, and implementation of computer hardware, software, and firmware and the evaluation, integration, support, and development of complex integrated circuits and systems-on-chip in the fields of telecommunications, computers and networking, buisness consulting services, namely computer

hardware, software, and firmware evaluation and strategy development for others in the fields of telecommunications, computers, and networking; licensing of computer hardware, software, and firmware in the fields of telecommunication, computers, and networking.

# Trademark

01-Aug-01

**Case Number:** AACI-T09-009      **Country:** US  
**Attorney(s):** CYT CRH EGB      United States of America  
**Trademark:** ZAIQ TECHNOLOGIES AND DESIGN

**Client:** Zaiq Technologies Inc

**Client Reference No.:**

**Case Type:** US

**Application Status:** Pending

**Application Number:** 76/208967

**Filing Date:** 13-Feb-2001

**Priority Number:**

**Priority Date:**

**Registration Number:**

**Registration Date:**

**Publication Number:**

**Publication Date:**

**Last Renewal:**

**Next Renewal:**

**First Use Date:**

**ITU:**

**Allowance Date:**

**Owner:** ZAIQ      Zaiq Technologies, Inc.

**Agent:**

**Agent Reference Number:**

## List Of Actions

Action(s) Due	Due Date	Action Taken
Docket Report to J. Lightman	01-Aug-2001	Due Date
Foreign Filing	13-Aug-2001	Due Date
Status Chk	13-Aug-2001	Due Date

**Class(es):** 9, 35, 37, 42

**Goods:**

**Remarks:** All new applications sent to client for signature 1/23/2001.

**User ID:** mgeorges

**Date Created:** 24-May-2001

**Last Update:** 21-Jun-2001

# Trademark

01-Aug-01

**Case Number:** AACI-T09-010

**Country:** US

**Attorney(s):** CYT CRH EGB

United States of America

**Trademark:** ZAIQ

**Client:** Zaiq Technologies Inc

**Client Reference No.:**

**Case Type:** US

**Application Status:** Pending

**Application Number:** 76/208968

**Filing Date:** 13-Feb-2001

**Priority Number:**

**Priority Date:**

**Registration Number:**

**Registration Date:**

**Publication Number:**

**Publication Date:**

**Last Renewal:**

**Next Renewal:**

**First Use Date:**

**ITU:**

**Allowance Date:**

**Owner:** ZAIQ Zaiq Technologies, Inc.

**Agent:**

**Agent Reference Number:**

## List Of Actions

Action(s) Due	Due Date	Action Taken
Foreign Filing	13-May-2001	Reminder
4 Month Foreign Filing	13-Jun-2001	Reminder
5 Month Foreign Filing	13-Jul-2001	Due Date
Docket Report to J. Lightman	01-Aug-2001	Due Date
3 Months Until Response Due	11-Aug-2001	Reminder
6 Month Foreign Filing	13-Aug-2001	Final
Foreign Filing	13-Aug-2001	Due Date
Status Chk	13-Aug-2001	Due Date
2 Months Until Response Due	11-Sep-2001	Reminder
1 Month Until Response Due	11-Oct-2001	Due Date
Response Due	11-Nov-2001	Final

**Class(es):** 9, 35, 37

**Goods:** 9/Computer software for the design, development and testing of integrated circuits and electronic systems in the field of telecommunications, computers and networking.

35/Engineering consulting services, namely, the design, verification, integration,



**Remarks:** 3/6/01 Filing receipt mld from PTO. Foreign filing deadline = 8/13/2001.

5/11/01 Office action mailed from PTO; Response due before November 11, 2001. (5/24/01 Copy of Office action mld to client).

**User ID:** mgeorges

**Date Created:** 24-May-2001

**Last Update:** 21-Jun-2001

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customization, testing, and implementation of computer hardware, software, and firmware and the evaluation, integration, support, and development of complex integrated circuits and systems-on-chip in the fields of telecommunications, computers and networking, buisness consulting services, namely computer

hardware, software, and firmware evaluation and strategy development for others in the fields of telecommunications, computers, and networking; licensing of computer hardware, software, and firmware in the fields of telecommunication, computers, and networking.

# Trademark

01-Aug-01

**Case Number:** AACI-T09-011      **Country:** US  
**Attorney(s):** CYT CRH EGB      United States of America  
**Trademark:** ZAIQ AND DESIGN

**Client:** Zaiq Technologies Inc

**Client Reference No.:**

**Case Type:** US

**Application Status:** Pending

**Application Number:** 76/214977

**Filing Date:** 26-Feb-2001

**Priority Number:**

**Priority Date:**

**Registration Number:**

**Registration Date:**

**Publication Number:**

**Publication Date:**

**Last Renewal:**

**Next Renewal:**

**First Use Date:**

**ITU:**

**Allowance Date:**

**Owner:** ZAIQ      Zaiq Technologies, Inc.

**Agent:**

**Agent Reference Number:**

## List Of Actions

Action(s) Due	Due Date	Action Taken
Foreign Filing	26-May-2001	Reminder
4 Month Foreign Filing	26-Jun-2001	Reminder
5 Month Foreign Filing	26-Jul-2001	Due Date
Docket Report to J. Lightman	01-Aug-2001	Due Date
3 Months Until Response Due	11-Aug-2001	Reminder
6 Month Foreign Filing	26-Aug-2001	Final
Foreign Filing	26-Aug-2001	Due Date
Status Chk	26-Aug-2001	Due Date
2 Months Until Response Due	11-Sep-2001	Reminder
1 Month Until Response Due	11-Oct-2001	Due Date
Response Due	11-Nov-2001	Final

**Class(es):** 9, 35, 37

**Goods:** 9/Computer software for the design, development and testing of integrated circuits and electronic systems in the field of telecommunications, computers and networking.

35/Engineering consulting services, namely, the design, verification, integration,

**Remarks:** 3/14/01 Official filing receipt mailed. Foreign filing due August 26, 2001.

5/11/01 Office action mailed from the PTO. Response to same due before November 11, 2001: Translation of Mark; Drawing; ID of goods, etc.

**User ID:** mgeorges

**Date Created:** 24-May-2001

**Last Update:** 21-Jun-2001

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customization, testing, and implementation of computer hardware, software, and firmware and the evaluation, integration, support, and development of complex integrated circuits and systems-on-chip in the fields of telecommunications, computers and networking, business consulting services, namely computer

hardware, software, and firmware evaluation and strategy development for others in the fields of telecommunications, computers, and networking; licensing of computer hardware, software, and firmware in the fields of telecommunication, computers, and networking.

37/Computer hardware and firmware maintenance, training, support, and call center services, in the fields, of telecommunications, computers, and networking.

# Trademark

01-Aug-01

**Case Number:** AACI-T09-013      **Country:** US  
**Attorney(s):** CYT CRH EGB      United States of America  
**Trademark:** ZAIQ TECHNOLOGIES AND DESIGN

**Client:** Zaiq Technologies Inc

**Client Reference No.:**

**Case Type:** US

**Application Status:** Pending

**Application Number:** 76/214978

**Filing Date:** 26-Feb-2001

**Priority Number:**

**Priority Date:**

**Registration Number:**

**Registration Date:**

**Publication Number:**

**Publication Date:**

**Last Renewal:**

**Next Renewal:**

**First Use Date:**

**ITU:**

**Allowance Date:**

**Owner:** AACI      Zaiq Technologies Inc

**Agent:**

**Agent Reference Number:**

## List Of Actions

Action(s) Due	Due Date	Action Taken
Foreign Filing	26-May-2001	Reminder
4 Month Foreign Filing	26-Jun-2001	Reminder
5 Month Foreign Filing	26-Jul-2001	Due Date
3 Months Until Response Due	11-Aug-2001	Reminder
6 Month Foreign Filing	26-Aug-2001	Final
Foreign Filing	26-Aug-2001	Due Date
Status Chk	26-Aug-2001	Due Date
2 Months Until Response Due	11-Sep-2001	Reminder
1 Month Until Response Due	11-Oct-2001	Due Date
Response Due	11-Nov-2001	Final

**Class(es):** 9, 38, 42

**Goods:** 9/Computer software for the design, development, and testing of integrated circuits and electronic systems, in the fields of telecommunications, computers, and networking.

35/Engineering consulting services, namely, the design, verification, integration customization, testing, and complimentation of computer hardware, software and firmware, and the evaluation, integration, support, and development of complex

**Remarks:** Copy Jim Lighman at Zaiq on all status check results.

5/11/01 Office action mld; response due before November 11, 2001. Disclaimer to technologies; translation of mark/significance of term; drawing not acceptable, etc.

**User ID:** edugan

**Date Created:** 24-May-2001

**Last Update:** 28-Jun-2001

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integrated circuits and systems-on-chip in the fields of telecommunications, computers and networking, business consulting services, namely computer hardware, software, and firmware evaluation and strategy development for others in the fields of telecommunications, computers and networking; licensing of computer hardware, software and firmware in the fields of telecommunications,

computers and networking.

37/Computer hardware and firmware maintenance, training, support and call center services in in the field of telecommunications, computer and networking.



# Trademark

01-Aug-01

**Case Number:** AACI-T35-006

**Country:** US

**Attorney(s):** EGB CYT CRH

United States of America

**Trademark:** SYSTEMWARE

**Client:** Zaiq Technologies Inc

**Client Reference No.:**

**Case Type:** US

**Application Status:** Pending

**Application Number:** 76/208962

**Filing Date:** 13-Feb-2001

**Priority Number:**

**Priority Date:**

**Registration Number:**

**Registration Date:**

**Publication Number:**

**Publication Date:**

**Last Renewal:**

**Next Renewal:**

**First Use Date:**

**ITU:**

**Allowance Date:**

**Owner:** ZAIQ Zaiq Technologies, Inc.

**Agent:**

**Agent Reference Number:**

## List Of Actions

Action(s) Due	Due Date	Action Taken
Foreign Filing	13-May-2001	Reminder
4 Month Foreign Filing	13-Jun-2001	Reminder
5 Month Foreign Filing	13-Jul-2001	Due Date
Docket Report to J. Lightman	01-Aug-2001	Due Date
6 Month Foreign Filing	13-Aug-2001	Final
Foreign Filing	13-Aug-2001	Due Date
Status Chk	13-Aug-2001	Due Date
3 Months Until Response Due	03-Oct-2001	Reminder
2 Months Until Response Due	03-Nov-2001	Reminder
1 Month Until Response Due	03-Dec-2001	Reminder
Response Due	03-Jan-2002	Final

**Class(es):** 35

**Goods:** 35/Engineering consulting services, namely, the design, verification, integration, customization, testing and implementation of computer hardware, software and firmware, and the evaluation, integration, support and development of complex integrated circuits and system -on-chip in the filed so of telecommunications, computers and networking.

**Remarks:** 3/6/01 Filing receipt mld from the PTO; Foreign filing deadline is 8/13/01.

7/3/01 Office action mld from PTO; Response to same due before 1/3/2002.  
Rejections: Likelihood of confusion; services.

**User ID:** edugan

**Date Created:** 24-May-2001

**Last Update:** 12-Jul-2001

**Case Number:** AACI-T35-012      **Country:** US  
**Attorney(s):** EGB    CYT    CRH      United States of America  
**Trademark:** VERIFICATION INTELLECTUAL PROPERTY

**Client:** Zaiq Technologies Inc

**Client Reference No.:**

**Case Type:** US

**Application Status:** Pending

**Application Number:** 76/208963

**Filing Date:** 13-Feb-2001

**Priority Number:**

**Priority Date:**

**Registration Number:**

**Registration Date:**

**Publication Number:**

**Publication Date:**

**Last Renewal:**

**Next Renewal:**

**First Use Date:**

**ITU:**

**Allowance Date:**

**Owner:** ZAIQ      Zaiq Technologies, Inc.

**Agent:**

**Agent Reference Number:**

**List Of Actions**

<b>Action(s) Due</b>	<b>Due Date</b>	<b>Action Taken</b>
Foreign Filing	06-Jun-2001	Reminder
4 Month Foreign Filing	06-Jul-2001	Reminder
Docket Report to J. Lightman	01-Aug-2001	Due Date
1 Months Until Priority Due	02-Aug-2001	Reminder
5 Month Foreign Filing	06-Aug-2001	Due Date
Foreign Filing	13-Aug-2001	Due Date
Status Chk	13-Aug-2001	Due Date
Priority Response Due	02-Sep-2001	Due Date
6 Month Foreign Filing	06-Sep-2001	Final
3 Months Until Final Response	02-Oct-2001	Reminder
2 Months Until Final Response	02-Nov-2001	Reminder
1 Month Until Final Response	02-Dec-2001	Due Date
Final Response Due	02-Jan-2002	Final

**Class(es):** 9, 35**Goods:** 9/Computer software for the design, development, and testing of integrated circuits and electronic systems in the fields of telecommunications, computers, and netowrking.

35/Engineering consulting services, namley, the design, verification, integration, customization, testing and implementation of comptuer hardware, software, and firmware, and the evaluation, integration, support and development of complex integrated circuits, and systems-on-chip in the fields of telecommunications, computers, and networking.

37/Computer hardware and firmware maintenance, training, support, and call cetner services in the fields of telecommunications, computers, and networking.

**Remarks:** 7/2/01 Priority action mld from PTO; case will be given priority if amdned within two months (before 9/2/01); Final deadline to respond is January 2, 2002.**User ID:** edugan**Date Created:** 24-May-2001**Last Update:** 09-Jul-2001

# Trademark

01-Aug-01

**Case Number:** AACI-T37-007

**Country:** US

**Attorney(s):** EGB CYT CRH

United States of America

**Trademark:** TEST BENCH PLUS

**Client:** Zaiq Technologies Inc

**Client Reference No.:** AACI-002

**Case Type:** US

**Application Status:** Pending

**Application Number:** 76/208970

**Filing Date:** 13-Feb-2001

**Priority Number:**

**Priority Date:**

**Registration Number:**

**Registration Date:**

**Publication Number:**

**Publication Date:**

**Last Renewal:**

**Next Renewal:**

**First Use Date:**

**ITU:**

**Allowance Date:**

**Owner:** ZAIQ Zaiq Technologies, Inc.

**Agent:**

**Agent Reference Number:** AACI-T37-007

## List Of Actions

Action(s) Due	Due Date	Action Taken
Foreign Filing	13-May-2001	Reminder
4 Month Foreign Filing	13-Jun-2001	Reminder
5 Month Foreign Filing	13-Jul-2001	Due Date
Docket Report to J. Lightman	01-Aug-2001	Due Date
6 Month Foreign Filing	13-Aug-2001	Final
Foreign Filing	13-Aug-2001	Due Date
Status Chk	13-Aug-2001	Due Date
3 Months Until Response Due	03-Oct-2001	Reminder
2 Months Until Response Due	03-Nov-2001	Reminder
1 Month Until Response Due	03-Dec-2001	Due Date
Response Due	03-Jan-2002	Final

**Class(es):** 37, 42

**Goods:** 37/Computer hardware and firmware maintenance, training, support and call center services in the fields of telecommunications, computers and networking.

42/Computer software maintenance, training, support and call center services in the fields of telecommunications, computers and networking.

**Remarks:** 3/6/01 Official filing receipt.

7/3/01 Office action mailed from the PTO; Response to same is due before January 3, 2002. Rejections: Prior pending application; Services...

**User ID:** edugan

**Date Created:** 24-May-2001

**Last Update:** 12-Jul-2001

**Case Number:** AACI-T42-002      **Country:** US  
**Attorney(s):** CYT CRH EGB      United States of America  
**Trademark:** INTENT VERIFICATION

**Client:** Zaiq Technologies Inc

**Client Reference No.:**

**Case Type:** US

**Application Status:** Pending

**Application Number:** 76/208966

**Filing Date:** 13-Feb-2001

**Priority Number:**

**Priority Date:**

**Registration Number:**

**Registration Date:**

**Publication Number:**

**Publication Date:**

**Last Renewal:**

**Next Renewal:**

**First Use Date:**

**ITU:**

**Allowance Date:**

**Owner:** ZAIQ      Zaiq Technologies, Inc.

**Agent:**

**Agent Reference Number:**

**List Of Actions**

Action(s) Due	Due Date	Action Taken
Foreign Filing	13-May-2001	Reminder
4 Month Foreign Filing	13-Jun-2001	Reminder
5 Month Foreign Filing	13-Jul-2001	Due Date
Docket Report to J. Lightman	01-Aug-2001	Due Date
6 Month Foreign Filing	13-Aug-2001	Final
Foreign Filing	13-Aug-2001	Due Date
Status Chk	13-Aug-2001	Due Date

**Class(es):** 9, 38, 42

**Goods:** Engineering consulting services, namely, the design, verification, integration, customization, testing and implementation of computer hardware, software and firmware, and the evaluation, integration, support and development of complex integrated circuits and systems-on-chip in the fields of telecommunications, computers and networking

**Remarks:** 3/6/01 Official Filing receipt mld.

7/2/01 Examiner's Amendment mld from PTO; services reclassified to IC 42.

# Trademark

01-Aug-01

User ID: edugan

Date Created: 24-May-2001

Last Update: 09-Jul-2001



# Trademark

01-Aug-01

**Case Number:** AACI-T42-005      **Country:** US  
**Attorney(s):** EGB    CYT    CRH      United States of America  
**Trademark:** SYLVER

**Client:** Zaiq Technologies Inc

**Client Reference No.:**

**Case Type:** US

**Application Status:** Pending

**Application Number:** 76/208965

**Filing Date:** 13-Feb-2001

**Priority Number:**

**Priority Date:**

**Registration Number:**

**Registration Date:**

**Publication Number:**

**Publication Date:**

**Last Renewal:**

**Next Renewal:**

**First Use Date:**

**ITU:**

**Allowance Date:**

**Owner:** ZAIQ      Zaiq Technologies, Inc.

**Agent:**

**Agent Reference Number:**

## List Of Actions

Action(s) Due	Due Date	Action Taken
Foreign Filing	13-May-2001	Reminder
4 Month Foreign Filing	13-Jun-2001	Reminder
5 Month Foreign Filing	13-Jul-2001	Due Date
Docket Report to J. Lightman	01-Aug-2001	Due Date
6 Month Foreign Filing	13-Aug-2001	Final
Foreign Filing	13-Aug-2001	Due Date
Status Chk	13-Aug-2001	Due Date

**Class(es):** 42

**Goods:** 35/Engineering consulting services, namely, the design, verification, integration, customization, testing, and implementation, of computer hardware, software, and firmware, and the evaluation, integration, support and development of complex integrated circuits and systems-on-chip in the fields of telecommunications, computers, and networking.

**Remarks:** 3/6/01 Official filing receipt mld from the PTO. Foreign Filing deadline = 8/13/01

7/2/01 Examiner's Amendment mld from PTO; Application has been amended to classify services in IC 42.

# Trademark

01-Aug-01

User ID: edugan

Date Created: 24-May-2001

Last Update: 09-Jul-2001

RECORDED: 08/16/2006

TRADEMARK  
REEL: 003383 FRAME: 0757