

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 |
| SENTITO NETWORKS, INC. | | 01/12/2007 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | COMERICA BANK | | |
| Street Address: | 75 E. Trimble Road | | |
| Internal Address: | MC 4770 | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95131 | | |
| Entity Type: | Michigan Banking Corporation: | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2805788 | NEW END OFFICE | |
| Registration Number: | 2743791 | SENTITO | |
| Registration Number: | 2743790 | SENTITO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (858)550-6420 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 858-550-6403 | | |
| Email: | erin.obrien@cooley.com | | |
| Correspondent Name: | Erin O'Brien | | |
| Address Line 1: | c/o Cooley Godward Kronish LLP | | |
| Address Line 2: | 4401 Eastgate Mall | | |
| Address Line 4: | San Diego, CALIFORNIA 92121 | | |
| ATTORNEY DOCKET NUMBER: | 036703-1107 SENTITO | | |
| NAME OF SUBMITTER: | Erin O'Brien | | |

CH \$90.00 2805788

Signature:

/Erin O'Brien/

Date:

03/26/2007

Total Attachments: 10

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AMENDMENT AND INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amendment and Intellectual Property Security Agreement (the "Agreement") is made as of January 12, 2007, by and between SENTITO NETWORKS, INC., a Delaware corporation ("Grantor") and COMERICA BANK ("Bank").

RECITALS

A. Bank has made and agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement dated as of December 22, 2005, as amended from time to time, including without limitation by that certain First Amendment and Waiver to Loan and Security Agreement dated as of September 7, 2006 (collectively, the "Loan Agreement;" all capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement).

B. Bank is willing to make and continue to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the IP Collateral whether presently existing or hereafter acquired as and when specified herein. In addition, and in furtherance thereof, the parties desire to enter into this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE 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 and mortgage to Bank, as security, in and to Grantor's entire right, title and interest in, to and under all of its intellectual property, including without limitation the following (all of which shall collectively be called the "IP Collateral"):

(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 Annex 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 Annex 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 Annex C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement 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;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) 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. Amendments.

(a) The following defined terms are here by added to or amended in Section 1.1 of the Loan Agreement to read as follows:

“Collateral” means the property described on Exhibit A attached hereto, provided that, at any time period during which Borrower is not in a Net Borrowing Position, “Collateral” shall instead mean the property described on Exhibit A-1 attached hereto.

“IPSA” means the Amendment and Intellectual Property Security Agreement between Borrower and Bank dated as of January 12, 2007.

“Net Borrowing Position” means such times as Borrower’s unrestricted cash at Bank is less than the outstanding principal amount of all Indebtedness owing from Borrower to Bank (including without limitation any Contingent Obligations) which is not fully secured by restricted cash held at Bank.

(b) Section 4.1 to the Loan Agreement is hereby amended to read as follows:

4.1 Grant of Security Interest. Borrower grants and pledges to Bank a continuing security interest in all presently existing and hereafter acquired or arising Collateral in order to secure prompt repayment of any and all Obligations and in order to secure prompt performance by Borrower of each of its covenants and duties under the Loan Documents. Such security interest constitutes a valid, first priority security interest in the presently existing Collateral, and will constitute a valid, first priority security interest in later-acquired Collateral, subject only to Permitted Liens entitled to priority under applicable law. Notwithstanding any termination, Bank’s Lien on the Collateral shall remain in effect for so long as any Obligations are outstanding. Automatically during any time period in which Borrower is not in a Net Borrowing Position, “Collateral” shall mean the property described on Exhibit A-1 attached hereto, and Bank shall, promptly upon the request of Borrower, file with the Delaware Secretary of State, the U.S. Patent and Trademark Office, the U.S. Copyright Office, and/or such other appropriate government office (collectively, “Governmental Offices”), such amendments and releases as are necessary to release its security interest in Borrower’s property which is no longer Collateral. If thereafter Borrower is once again in a Net Borrowing Position, Bank shall have the right to re-file with the Governmental Offices, a financing statement with the Collateral description on Exhibit A and against the collateral described in the IPSA, and the IPSA shall be revived and shall continue in full force and effect during such time as Borrower remains in a Net Borrowing Position. The IPSA shall be of no force and effect unless Borrower is in a Net Borrowing Position.

(c) Exhibit A to the Loan Agreement is hereby amended to read as Exhibit A attached hereto. Borrower grants and pledges to Bank a continuing security interest in the Collateral listed on Exhibit A to secure prompt repayment of any and all Obligations and to secure prompt performance by Borrower of each of its covenants and duties under the Loan Documents.

(d) Exhibit A-1 attached hereto is hereby added and incorporated by this reference into the Loan Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Except as set forth in the Schedule, Grantor's rights as a licensee of intellectual property do not give rise to more than five percent (5%) of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(c) Grantor shall deliver to Bank within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Bank, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Bank of any material change in the composition of the IP Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(d) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, those- registerable intellectual property rights now owned or hereafter developed or acquired by Grantor to the extent that Grantor, in its reasonable business judgment, deems it appropriate to so protect such-intellectual property rights.

(e) Grantor shall promptly give Bank written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any. Grantor shall (i) give Bank not less than 30 days prior written notice of the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such documents as Bank may reasonably request for Bank to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the request of Bank, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall promptly provide Bank with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by Bank to be filed for Bank to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing.

(f) Bank may audit the IP Collateral to confirm compliance with this Section, provided such audit may not occur more often than once per year, unless an Event of Default has occurred and is continuing.

(g) This Agreement creates, and in the case of after acquired IP Collateral, this Agreement will create at the time Grantor first has rights in such after acquired IP Collateral, in favor of Bank a valid and perfected first priority security interest in the IP Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents;

(h) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the IP Collateral is accurate and complete in all material respects;

(i) 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 interests in any property included within the definition of the IP Collateral acquired under such contracts; and

(j) 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 IP Collateral, the ability of Grantor to dispose of any IP Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the IP 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 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, 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 IP 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.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will 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 Trademark 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 and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all IP 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, from time to time in Bank's discretion, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Annex A, Annex B and Annex C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the IP Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the IP Collateral into the name of Bank or a third party to the extent permitted under the California Uniform Commercial Code.

7. 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 IP 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 and Trademarks 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 attorneys' 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 IP Collateral. All of Bank's rights and remedies with respect to the IP Collateral shall be cumulative.

8. General. 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. If any action relating to this 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. This Agreement may be amended only by a written instrument signed by both parties hereto. This 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.

9. Amendment of Loan Agreement. The Loan Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Agreement shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Loan Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all promissory notes,

security agreements, and all other instruments, documents and agreements entered into in connection with the Loan Agreement.

10. California Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Jurisdiction shall lie in the State of California.

11. Term and Termination. This Agreement shall become effective on the date hereof and shall continue in full force and effect for so long as any Obligations remain outstanding or Bank has any obligation to make Credit Extensions under to Borrower under the Loan Agreement. Notwithstanding the foregoing, this Agreement shall have no force and effect if Borrower is no longer in a Net Borrowing Position, provided that this Agreement shall be revived and shall once again be in full force and effect as if it had never been terminated at such time and during any time period that Borrower is once again in a Net Borrowing Position.

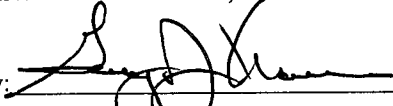
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

43 Nagog Park
Acton, MA 01720

Attn: Chief Financial Officer

GRANTOR:
SENTITO NETWORKS, INC.

By: 
Its: CFO

Address of Bank:

75 E Trimble Road
Mail Code 4770
San Jose, CA 95131

Attn: Manager

BANK:
COMERICA BANK

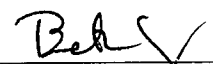
By: 
Its: S. Vice President

EXHIBIT A
COLLATERAL DESCRIPTION ATTACHMENT TO AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;

(b) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Bank to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;

(c) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Bank to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;

(d) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Bank for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and

(e) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time.

EXHIBIT A-1
COLLATERAL DESCRIPTION ATTACHMENT TO AMENDED AND RESTATED LOAN AND
SECURITY AGREEMENT

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") of every kind, whether presently existing or hereafter created or acquired, and wherever located, including but not limited to: (a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records; and (b) any and all cash proceeds and/or noncash proceeds thereof, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time.

Notwithstanding the foregoing, the Collateral shall not include any copyrights, patents, trademarks, servicemarks and applications therefor, now owned or hereafter acquired, or any claims for damages by way of any past, present and future infringement of any of the foregoing (collectively, the "Intellectual Property"); provided, however, that the Collateral shall include all accounts and general intangibles that consist of rights to payment from the sale, licensing or disposition of all or any part of, or rights in, the Intellectual Property (the "Rights to Payment"). Notwithstanding the foregoing, if a judicial authority (including a U.S. Bankruptcy Court) holds that a security interest in the underlying Intellectual Property is necessary to have a security interest in the Rights to Payment, then the Collateral shall automatically, and effective as of December 22, 2005, include the Intellectual Property to the extent necessary to permit perfection of Bank's security interest in the Rights to Payment.

ANNEX A

Copyrights

Description

Registration Number

Registration Date

ANNEX B

Patents

| <u>Description</u> | <u>Patent/Serial Number</u> | <u>Issue/Application Date</u> |
|--|-----------------------------|-------------------------------|
| Voice over IP architecture | 7,139,263 | 11/21/06 |
| Remote terminal multiplexer/de-multiplexer having protection bus | 10/319,678 | 06/17/04 |

ANNEX C

Trademarks

| <u>Description</u> | <u>Registration/Application Number</u> | <u>Registration/Application Date</u> |
|--------------------|--|--|
| New End Office | 2,805,788 | 01/13/04 |
| Sentito (Heard) | 2,743,791 | 07/29/03 |
| Sentito (Heard) | 2,743,790 | 07/29/03 |