



103394584

To the Director of the U.S. Patent and Trademark Office

Additional documents or the new address (es) below.

4/12/07

1. Name of conveying party(ies):
SILICON VALLEY BANK

Name and address of receiving party(ies):

Additional name(s) of conveying parties attached? Yes No

Name: **Netrake Corporation**

Internal Address

Street Address: **3000 Technology Dr Suite 100**

City: **Plano**

State: **TX**

Country: **USA**

Zip: **75074**

- Individual(s)
- General Partnership
- Association
- Limited Partnership

- Corporation-State
- Other

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): **April 5, 2007**

- Assignment
- Security Agreement
- Merger
- Change of Name

Other : **Release**

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

78063670

78073651

78073654

B. Trademark Registration No.(s)

2897959

2872563

2872564

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**

Internal Address: **HF154**

Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **CA** ZIP: **95054**

Phone Number: **(408) 919-0310**

Fax Number: **(408) 654-6313**

Email Address: **svaldivia@svb.com**

6. Total number of applications and registrations involved: **6**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 165.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number
Authorized User Name

9. Signature

April 5, 2007

Date

00000080 78063670

Silvia A. Valdivia

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

04/12/2007 DBYRNE

01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK


REEL: 003524 FRAME: 0108

RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Netrake Corporation** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, December 24, 2004, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on June 2, 2006, Reel 3349, Frame 0310.

Dated: **April 5, 2007**

SILICON VALLEY BANK

By: 
Name: Romil Randhawa
Title: Operations Department Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated as of the Effective Date (as defined in the Loan Agreement) is between SILICON VALLEY BANK ("Bank") and NETRAKE CORPORATION, a Texas corporation ("Grantor").

RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement (the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

C. Capitalized terms not otherwise defined herein shall the meaning assigned to such terms in the Loan Agreement.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

BANK:
SILICON VALLEY BANK

GRANTOR:
NETRAKE CORPORATION, a Texas corporation

Brian Beason
(Signature)

Brian Hill
(Signature)

Relationship Manager
(Title)

President & CEO
(Title)

EXHIBIT A

Copyrights

<u>Description</u>	Registration/Application <u>Number</u>	Registration/Application <u>Date</u>
--------------------	---	---

None Registered

EXHIBIT B

Patents

<u>Description</u>	Registration/Application <u>Number</u>	Registration/Application <u>Date</u>
--------------------	---	---

EXHIBIT B

Description	Patents		Registration/Application	
	Registration/Application Number	Registration/Application Date		
NR-1	Content Aware Network Apparatus	09/591,728	6/12/2000	
NR-1PCT	Content Aware Network Apparatus	PCT/US01/16918		6/21/2001
NR-2	Method And Apparatus For Preventing Denial Of Service Attacks	09/598,631	6/21/2000	
NR-2PCT	Method For Preventing Denial Of Service Attacks	PCT/US01/19492		8/31/2001
NR-3	Method And Apparatus For Enforcing Service Level Agreements	09/653,521	8/31/2000	
NR-3PCT	Method For Enforcing Service Level Agreements	PCT/US01/22860		
NR-3C1	Method And Apparatus For Enforcing Service Level Agreements	10/260,768	9/30/2002	
NR-4	Content Processor	09/649,986	8/29/2000	
NR-4PCT	Content Processor	PCT/US01/22772		8/29/2001
NR-4C1	Content Processor	10/108609	3/28/2002	
NR-5	Method And Device For Inoculating E-Mail Infected With a Virus	09/651,665	8/29/2000	
NR-5PCT	PCT: Method For Inoculating Infected E-Mail Queue Engine And Method For Reassembling And Reordering Data Packets In a Network	PCT/US01/23924		8/29/2001
NR-6	Engine For Reassembling And Reordering Packetized Data	09/792,209	2/23/2001	
NR-6PCT	Engine For Reassembling And Reordering Packetized Data	PCT/US01/46709		11/30/2001
NR-7	Method For Reordering And Reassembling Data Packets In A Network	09/792,267	2/23/2001	
NR-7PCT	Method For Reordering And Reassembling Data Packets	PCT/US01/50671		11/30/2001
NR-8	Policy Gateway	09/832,670	4/11/2001	
NR-8PCT	Policy Gateway	PCT/US02/07506		3/28/2002
NR-9	Learning State Machine For Use In Networks	09/885,249	5/9/2001	
NR-9PCT	Learning State Machine For Use In Networks	PCT/US02/07503		3/28/2002
NR-10	Complex Pattern Matching Engine For Matching Patterns In IP Data Streams	10/166825	6/11/2002	
NR-10PCT	Complex Pattern Matching Engine For Matching Patterns In IP Data Streams			na
NR-11	Method For Matching Complex Patterns In IP Data Streams	10/166914	6/11/2002	
NR-11PCT	Method For Matching Complex Patterns In IP Data Streams			na
NR-12	Apparatus And Method For Using Information In One Direction Of A Bidirectional Flow In A Network To Alter Characteristics Of The Return Apparatus And Method For Using Information In One Direction Of A Bidirectional Flow In A Network To Alter Characteristics Of The Return	10/166884	6/11/2002	
NR-12PCT	Device For Enabling Trap And Trace Of Internet Protocol Communications	10/167311	6/11/2002	
NR-13	Device For Enabling Trap And Trace Of Internet Protocol Communications	PCT/US03/18587		6/11/2003
NR-15	Apparatus and Method For Allowing Peer-to-Peer Network Traffic Across Enterprise Firewalls	60/409,391	9/9/2002	

EXHIBIT C

Trademarks

<u>Description</u>	Registration/Application <u>Number</u>	Registration/Application <u>Date</u>
--------------------	---	---

EXHIBIT B**Trademarks****Registration/Application****Registration/Application**

<u>Description</u>	<u>Number</u>		<u>Date</u>
Netrake	78/003073	Allowed	4/7/2000
Content Aware Networking - "Now You Can"	78/025924	Abandon	9/14/2000
Programmable Service Network	78/051115	Abandon	3/2/2001
Virtual Service Network	78/051110	Abandon	3/2/2001
Nspire	78/063670		10/18/2002
Nprocess	78/073665	Abandon	7/12/2001
Ncite	78/073666	Abandon	7/12/2001
Nservice	78/073651		7/12/2001
Npath	78/073658	Abandon	7/12/2001
Npower	78/073637	suspended	7/12/2001
Ndimension	78/073645	Abandon	7/12/2001
Ntegrity	78/073654		7/12/2001
Nable	78/073642	suspended	7/12/2001
Netrake Design	78/131883	Allowed	5/29/2002
Netrake Logo	78/131881	Allowed	05/29/2002]

EXHIBIT D

Mask Works

<u>Description</u>	Registration/Application <u>Number</u>	Registration/Application <u>Date</u>
--------------------	---	---

None registered



United States Patent and Trademark Office

Home | Site Index | Search | Guides | Contacts | eBusiness | eBiz alerts | News | Help



Assignments on the Web > Trademark Query

Trademark Assignment Details

Reel/Frame: 3349/0310

Pages: 8

Received: 06/06/2006

Recorded: 06/02/2006

Conveyance: SECURITY AGREEMENT

Total properties: 6

1	✓ Serial #: <u>78003073</u>	Filing Dt: 04/07/2000	Reg #: <u>2897959</u>	Reg. Dt: 10/26/2004
	Mark: NETRAKE			
2	✓ Serial #: <u>78063670</u>	Filing Dt: 05/15/2001	Reg #: NONE	Reg. Dt:
	Mark: FIRESIL			
3	✓ Serial #: <u>78073651</u>	Filing Dt: 07/12/2001	Reg #: NONE	Reg. Dt:
	Mark: NSERVICE			
4	✓ Serial #: <u>78073654</u>	Filing Dt: 07/12/2001	Reg #: NONE	Reg. Dt:
	Mark: NTEGRITY			
5	✓ Serial #: <u>78131881</u>	Filing Dt: 05/29/2002	Reg #: <u>2872563</u>	Reg. Dt: 08/10/2004
	Mark:			
6	✓ Serial #: <u>78131883</u>	Filing Dt: 05/29/2002	Reg #: <u>2872564</u>	Reg. Dt: 08/10/2004
	Mark: NETRAKE			

Assignor

1 NETRAKE CORPORATION

165

Exec Dt: 12/24/2004

Entity Type: CORPORATION

Citizenship: NONE

Assignee

1 SILICON VALLEY BANK

3003 TASMAN DRIVE

HF 154

SANTA CLARA, CALIFORNIA 95054

Entity Type: CORPORATION

Citizenship: NONE

Correspondence name and address

SILICON VALLEY BANK

LOAN COLLATERAL HF154

3003 TASMAN DR.

SANTA CLARA, CA 95054

Search Results as of: 04/04/2007 12:25 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350.
Web interface last modified: February 22, 2007 v.2.0

| .HOME | INDEX | SEARCH | eBUSINESS | CONTACT US | PRIVACY STATEMENT