

04-13-2007

United States Patent and Trademark Office



103394583

To the Director of the U.S. Patent

and documents or the new address (es) below.

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

2. 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)

**78025924**

**78051110**

**78051115**

B. Trademark Registration No.(s)

**2897959**

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: **4**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 115.00**

- 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

04/12/2007 DBYRNE

00000079 78025924

Signature

Silicon Valley Bank

Name of Person Signing

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

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: 0118

4.12.07

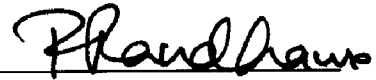
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OFFICE OF  
FINANCE

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, June 26, 2001, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on June 29, 2001, Reel 2324, Frame 0024.

Dated: **April 5, 2007**

SILICON VALLEY BANK

By:   
Name: Romil Randhawa  
Title: Operations Department Manager

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 26, 2001 by and between SILICON VALLEY BANK ("Bank") and NetRake Corporation ("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 June 26, 2001 (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). 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, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, 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, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and 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.

IN WITNESS WHEREOF, the parties have cause 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:

3000 Technology Drive, Suite 100  
Plano, TX 75074

Attn: \_\_\_\_\_

Address of Bank:

16633 N. Dallas Parkway, Sixth Floor  
Dallas, TX 75248

Attn: Robert Sureck

GRANTOR:

NetRake Corporation

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

Title: President

BANK:

SILICON VALLEY BANK

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

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

TRADEMARK

REEL: 003524 FRAME: 0122

EXHIBIT B TO GRANT OF SECURITY INTEREST

PATENTS

| <b>Patent</b><br>NA | <b>Registration Number</b><br>NA | <b>Registration Date</b><br>NA |
|---------------------|----------------------------------|--------------------------------|
|---------------------|----------------------------------|--------------------------------|

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

PATENT APPLICATIONS

| <b>Patent Application</b>   | <b>Application Number</b> | <b>Application Date</b> |
|---|---------------------------|-------------------------|
| <b>Content Aware Network Apparatus</b>                                      | 09/591728                 | 6/12/2000               |
| <b>Method and Apparatus for Preventing Denial of Service Attacks</b>        | 09/598631                 | 6/21/2000               |
| <b>Method and Apparatus for Enforcing Service Level Agreements</b>          | 09/653521                 | 8/31/2000               |
| <b>Content Processor</b>  | 09/649986                 | 8/29/2000               |
| <b>Method and Device for Inoculating E-Mail Infected with a Virus</b>       | 09/651665                 | 8/29/2000               |
| <b>Queue Engine and Method for Reassembling and Reordering Data Packets</b> | 09/792209                 | 2/23/2001               |
| <b>Method for Reordering and Reassembling Data Packets in a Network</b>     | 09/792267                 | 2/23/2001               |
| <b>Policy Gateway</b>   | 09/832670                 | 4/11/2001               |
| <b>Learning State Machine for Use in Networks</b>                           | Pending                   | 5/9/2001                |

EXHIBIT C TO GRANT OF SECURITY INTEREST

TRADEMARKS

| <b>Trademark</b> | <b>Registration Number</b> | <b>Registration Date</b> |
|------------------|----------------------------|--------------------------|
| NA               | NA                         | NA                       |

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

| <b>Trademark Application</b>               | <b>Application Number</b> | <b>Application Date</b> |
|--|---------------------------|-------------------------|
| NETRAKE                                    | 78/003073                 | 4/7/2000                |
| CONTENT AWARE NETWORKING –<br>NOW YOU CAN! | 78/025924                 | 9/14/2000               |
| PROGRAMMABLE SERVICE<br>NETWORK            | 78/051115                 | 3/2/2001                |
| VIRTUAL SERVICE NETWORK                    | 78/051110                 | 3/2/2001                |

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date