

05-30-2007



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

103410452

Attached documents or the new address(es) below.

1. Name of conveying party(ies):

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

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

☒ Corporation-State
☐ Other

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

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

Execution Date(s): **May 18, 2007**

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

☒ Other : **Release**

2. Name of receiving party(ies):

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

Name: **NCircle Network Security, Inc.**

Internal Address

Street Address: **101 Second Street, Suite 400**

City: **San Francisco**

State: **CA**

Country: **USA**

Zip: **94105**

☐ 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)

B. Trademark Registration No.(s)

2665391

2743551

2821318

3003552

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)654-5506**

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

Email Address: **nbarbosa@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.

Signature

Nadine Barbosa

Name of Person Signing

May 18, 2007
Date

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

TRADEMARK

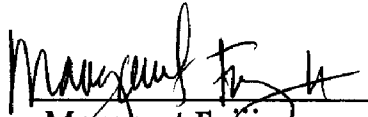
REEL: 003553 FRAME: 0839

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

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **NCircle Network Security, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, December 8, 2005, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on January 19, 2006, Reel 3289, Frame 0156.

Dated: **May 18, 2007**

SILICON VALLEY BANK

By: 
Name: Margaret Fujii
Title: Operations Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 4, 2005 by and between SILICON VALLEY BANK ("Bank") and NCIRCLE NETWORK SECURITY, INC. ("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 of even date herewith by and between the Bank and the Grantor (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 and Patents 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 and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

NCIRCLE NETWORK SECURITY, INC.

--

By: 
Title: CFO

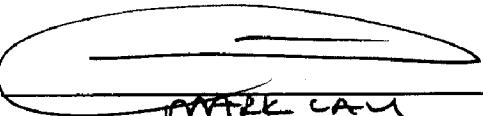
Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: 
Title: Senior Relationship Manager

Attn: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

NCIRCLE NETWORK SECURITY, INC.

Address of Grantor:

Attn: _____

By: 

Title: CFO


BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

By: 

Title: Senior Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

N/A

N/A

EXHIBIT B

Patents

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

**Interoperability of Vulnerability and Intrusion Detection
Systems**

6957348



10/18/2005

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Status</u>	<u>Country / Convention</u>
NCIRCLE	2,821,318	3/9/2004	Registered ✓	U.S.
NCIRCLE	3,003,552	10/04/2005	Registered ✓	U.S.
NCIRCLE	2,743,551	7/29/2003	Registered ✓	U.S.
HIVERWORLD	2,665,391	12/24/2002	Registered ✓	U.S.
ONTOLOGY	76-067579	6/9/2000	Abandoned	U.S.
FACTORED REASONING	78-304422	9/23/2003	Abandoned	U.S.