

**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
Clarus Systems, Inc.		05/31/2007	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Chartered Bank: CALIFORNIA

Name:	Costella Kirsch IV, L.P.
Street Address:	873 Santa Cruz Ave
Internal Address:	Suite 207
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2871478	CLARUS SYSTEMS
Registration Number:	2950126	CLARUSIPC

**CORRESPONDENCE DATA**

Fax Number: (415)393-2286  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 415-393-2000  
 Email: pamela.martinson@bingham.com

CH \$65.00 2871478

Correspondent Name: Pamela Martinson, Bingham McCutchen LLP  
Address Line 1: Three Embarcadero Center  
Address Line 4: San Francisco, CALIFORNIA 94111-4067

ATTORNEY DOCKET NUMBER:	SVB- COSTELLA/CLARUS SYST
NAME OF SUBMITTER:	Mary Dougherty
Signature:	/Mary Dougherty/
Date:	06/29/2007

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 31, 2007, by and between SILICON VALLEY BANK ("Bank"), COSTELLA KIRSCH IV, L.P. ("CK") and CLARUS SYSTEMS, INC. ("Grantor"). Bank and CK are together referred to as "Lenders".

### RECITALS

A. Lenders have 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 Master Loan and Security Agreement by and among Lenders and Grantor dated of even date herewith (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). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lenders 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 Lenders 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 Lenders 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 Lenders under the Loan Agreement. The rights and remedies of Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lenders as a matter of law or equity. Each right, power and remedy of Lenders provided for herein or in the Loan Agreement, 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 Lenders 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 Lenders, 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 duly authorized officer as of the date first written above.

GRANTOR:

Address of Grantor:

CLARUS SYSTEMS, INC.

2200 Bridge Parkway, Suite 101  
Redwood City, CA 94065

By: 

Title: CEO

LENDERS:

Address:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054

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

Title: \_\_\_\_\_

Address:

COSTELLA KIRSCH IV, L.P.

873 Santa Cruz Ave., Suite 207  
Menlo Park, CA 94025

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

Title: \_\_\_\_\_

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

GRANTOR:

Address of Grantor:

CLARUS SYSTEMS, INC.

2200 Bridge Parkway, Suite 101  
Redwood City, CA 94065

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

Title: \_\_\_\_\_

LENDERS:

Address:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054

By: Alaudia Demules

Title: Relationship Manager

Address:

COSTELLA KIRSCH IV, L.P.

873 Santa Cruz Ave., Suite 207  
Menlo Park, CA 94025

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

Title: \_\_\_\_\_

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

GRANTOR:

Address of Grantor:

CLARUS SYSTEMS, INC.

2200 Bridge Parkway, Suite 101  
Redwood City, CA 94065

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

Title: \_\_\_\_\_

LENDERS:

Address:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054

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

Title: \_\_\_\_\_

Address:

COSTELLA KIRSCH IV, L.P.

873 Santa Cruz Ave., Suite 207  
Menlo Park, CA 94025

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

Title: *Member of the G.P.* \_\_\_\_\_

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

PA 520 1918.1

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Implementing a test regime for a network based telephony systems	20060212741	3/10/06
Method and system for generating a generic test plan for network based telephony systems	20060210048	3/10/06
Centrally controlled end-to-end service quality monitoring system and method in a distributed environment	20040003070	6/26/02



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Clarus Systems	2871478	8/10/2004
ClarusIPC	2950126	5/10/2005

PA 82260917.1