

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
REEF POINT SYSTEMS, INC.		01/04/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT
Street Address:	5425 WISCONSIN AVENUE
Internal Address:	SUITE 700
City:	CHEVY CHASE
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	77207245	IBG
Serial Number:	77207262	IP BASE STATION
Serial Number:	77207217	INTEGRATED BORDER GATEWAY
Registration Number:	2581408	QUARRY
Registration Number:	2743133	IQMON
Registration Number:	2762269	IQOS
Registration Number:	2632753	QUARRY TECHNOLOGIES
Registration Number:	2632752	QUARRY TECHNOLOGIES
Registration Number:	2528624	IQ4000
Registration Number:	2621979	IQ8000
Registration Number:	2742813	IQSMS
Registration Number:	2742810	FLOW APPLICATIONS STREAMING TECHNOLOGY

CORRESPONDENCE DATA

900096134

**TRADEMARK
 REEL: 003694 FRAME: 0235**

OP \$315.00 77207245

Fax Number: (404)962-6736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (404) 885-3038
Email: michael.brignati@troutmansanders.com
Correspondent Name: MICHAEL J. BRIGNATI, PH.D.
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET, N.E.
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	038837.000001
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
Signature:	/Michael J. Brignati 60,890/
Date:	01/10/2008

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of this 4th day of January, 2008 (this "**Agreement**"), by and between REEF POINT SYSTEMS, INC., a Delaware corporation ("**Grantor**") and COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT, as agent and investment manager ("**Investment Manager**") for the benefit of itself and NATIONAL ELECTRICAL BENEFIT FUND ("**Lender**").

RECITALS

A. Lender has 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 Credit Agreement, dated August 23, 2006 (as the same has been and may from time to time be further amended, modified, supplemented or restated the "**Credit Agreement**"; terms defined therein being used herein as therein defined) by and among NexTone Communications, Inc., Grantor (by Joinder Agreement dated of even date herewith), Investment Manager and Lender. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Investment Manager, as agent, for the benefit of itself and Lender, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement and the other Loan Documents.

B. NexTone Communications, Inc., Grantor (by Joinder Agreement dated of even date herewith), and Investment Manager have entered into that certain Security Agreement, dated August 23, 2006, as amended by that certain First Amendment to Security Agreement dated of even date herewith (as the same may from time to time be further amended, modified, supplemented or restated the "**Security Agreement**") for the benefit of Investment Manager and Lender, whereby pursuant to the terms of such First Amendment to Security Agreement, Grantor has granted to Lender 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.

AGREEMENT

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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Investment Manager, as agent, for the benefit of itself and Lender, 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 Exhibits A, B and C attached 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.

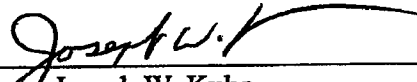
This security interest is granted in conjunction with the security interest granted to Investment Manager, as agent, for the benefit of itself and Lender under the Security Agreement. The rights and remedies of Investment Manager and Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Investment Manager and Lender as a matter of law or equity. Each right, power and remedy of Investment Manager and Lender provided for herein or in the Security 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 Investment Manager and Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Security 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 Investment Manager and Lender, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties hereto 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:
3 Federal Street
Billerica, Massachusetts 01821

REEF POINT SYSTEMS, INC.

By: 
Name: Joseph W. Kuhn
Title: President

INVESTMENT MANAGER:

Address of Investment Manager:
5425 Wisconsin Avenue
Suite 700
Chevy Chase, Maryland 20815

COLUMBIA PARTNERS, L.L.C.
INVESTMENT MANAGEMENT,
as Investment Manager

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto 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:
3 Federal Street
Billerica, Massachusetts 01821

REEF POINT SYSTEMS, INC.,

By: _____
Name:
Title:

INVESTMENT MANAGER:

Address of Investment Manager:
5425 Wisconsin Avenue
Suite 700
Chevy Chase, Maryland 20815

COLUMBIA PARTNERS, L.L.C.
INVESTMENT MANAGEMENT,
as Investment Manager


By:  _____
Name: Jason A. Crist
Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

N/A

N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Efficient counter retrieval	10/068,147	02/06/2002
Synchronization scheme	10/102,169	03/20/2002
Synchronization scheme	11/364,018	02/27/2006
Method of managing and using multiple virtual private networks in a router with a single routing table	6,594,704	12/15/1999

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
REEF POINT SYSTEMS (Abandoned)	78/675,447	07/21/2005
IBG	77/207,245	06/15/2007
IP BASE STATION	77/207,262	06/15/2007
INTEGRATED BORDER GATEWAY	77/207,217	06/15/2007
QUARRY	2,581,408	06/18/2002
IQMON	2,743,133	07/29/2003
IQOS	2,762,269	09/09/2003
QUARRY TECHNOLOGIES	2,632,753	10/08/2002
QUARRY TECHNOLOGIES	2,632,752	10/08/2002
IQ4000	2,528,624	01/08/2002
IQ8000	2,621,979	09/17/2002
IQSMS	2,742,813	07/29/2003
FLOW APPLICATIONS STREAMING TECHNOLOGY	2,742,810	07/29/2003

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