

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Atreus Systems, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) as of November 30, 2007

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Square 1 Bank

Internal

Address: Jennifer Howard

Street Address: 406 Blackwell St. Suite 240

City: Durham

State: NC

Country: _____ Zip: 27701

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship NC
- 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)

2877240

See Exhibit C attached hereto

Additional sheet(s) attached? Yes No

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

Atreus Xauthority

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

Name: Jennifer Howard

Internal Address: Square 1 Bank

Street Address: 406 Blackwell St.
Suite 240

City: Durham

State: NC Zip: 27701

Phone Number: 919-314-3123

Fax Number: 919-314-3110

Email Address: jhoward@square1bank.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140

- 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 50-3822
Authorized User Name Jennifer Howard

9. Signature: J Howard/TKF
Signature

1-15-08
Date

Jennifer Howard

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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

CH \$140.00 503822 2877240

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ATREUS XAUTHORITY	2877240	8-24-04
ATREUS SYSTEMS	2809918	2-3-04
ATREUS SYSTEMS	2807741	1-27-04
FILL YOUR PIPES	2809685	2-3-04
ATREUS GUESTLINK	2733738	7-8-03
ATREUS SYSTEMS*	TMA583,476	6-11-03
ATREUS SYSTEMS AND DESIGN*	TMA591,836	10-8-03
ATREUS GUESTLINK*	TMA572,715	12-20-02
ATREUS XAUTHORITY*	TMA583,478	6-11-03
FILL YOUR PIPES*	TMA583,634	6-12-03
GUESTLINK*	TMA572,695	12-19-02
POWERED BY ATREUS SYSTEMS & DESIGN*	TMA589,368	9-10-03

Canadian marks

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 30, 2007 by and between SQUARE 1 BANK ("**Bank**") and ATREUS SYSTEMS, INC., a Delaware corporation, Atreus Systems, Corp., a Canadian company, Atreus System Limited, a Delaware corporation, and Atreus Holding Corp., a Delaware corporation (individually "**Grantor**", or collectively "Grantors").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Atreus Systems, Inc. (the "Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement dated November 3, 2006, which has been subsequently amended and restated by and through the Amended and Restated Loan and Security Agreement by and between Bank and Borrower dated of even date herewith (collectively, 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.

B. Pursuant to the terms of those certain General Security Agreements dated as of November 3, 2006 (the "Third Party Security Agreements"), Atreus Holding Corp. and Atreus System Limited (the "Securing Guarantors") have granted to Bank a security interest in all of the Securing Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral and pursuant to the terms of that certain Guaranty dated as of November 3, 2006 (the "Guaranty"), the Securing Grantors have guaranteed the performance of all of Borrower's Obligations under the Loan Agreement.

C. Bank is willing to enter into the Amended and Restated Loan and Security Agreement and to make the Loans described therein to Borrower, but only upon the condition, among others, that the Grantors shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantors under the Loan Agreement, the Guaranty and the Third Party Security Agreements.

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 their obligations under the Loan Agreement, the Guaranty, the Third Party Security Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, Grantors hereby represent, warrant, covenant and agree as follows:

AGREEMENT

To secure their Obligations under the Loan Agreement, the Guaranty, the Third Party Security Agreement and under any other agreement now existing or hereafter arising between Bank and Grantors, Grantors grant and pledge to Bank a security interest in all of Grantors' right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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 (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement, the Guaranty and the Third Party Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Guaranty, the Third Party Security Agreement, 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 Guaranty, the Third Party Security Agreement, 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 Guaranty, the Third Party 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.

Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantors have registered or filed an application with either the United States Patent and Trademark Office, the United States Copyright Office, or the Canadian Intellectual Property Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

Address of Grantors:
1130 Morrison Drive, Suite 300
Ottawa, Ontario

GRANTORS:


ATREUS SYSTEMS CORP.

By: [Signature]
Title: CEO

ATREUS SYSTEM LIMITED

By: [Signature]
Title: CEO

ATREUS HOLDING CORP.

By:  Rod B. Smith
 Title: CFO

Address of Bank:
 406 Blackwell Street, Suite 240
 Durham, NC 27701
 Attn: Loan Documentation Department


BANK:
 SQUARE 1 BANK
 By: 
 Title: VP

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

EXHIBIT B**PATENTS**

Description	Registration/ Application Number	Registration/ Publication Date
Policy distribution point for setting up network-based services	7134013	11-7-06
System and method for setting up user self-activating network-based services	7024470	4-4-06
Policy distribution point for setting up network-based services	20070022187	1-25-07
System and method for setting up user self-activating network-based services	20060149830	7-6-06
Initiation module for initiating network-based services	20030191826	10-9-03
Single sign-on for multiple network-based services	20030159072	8-21-03
Broadband network service delivery method and device	20020169858	11-14-02