

04-24-2008

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

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103498788

To the Director of the U. S. Patent and Trademark Office, at the address(es) below.

4.22.08

1. Name of conveying party(ies):

CLOUDSHIELD TECHNOLOGIES, INC.

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

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) 3/7/08

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Venture Lending & Leasing IV, Inc. and

Internal

Address: Venture Lending & Leasing V, Inc.

Street Address: 2010 North First Street

City: San Jose

State: California

Country: US Zip: 95131

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)  
77/102594; 77,102587; 77/252487; 77/326084; 77/378698

B. Trademark Registration No.(s)  
2,841426; 3,246602

Additional sheet(s) attached?  Yes  No

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

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

Name: Russell D. Pollock, Esq.

Internal Address: \_\_\_\_\_

Street Address: Four Embarcadero Center, Suite 4000

City: San Francisco

State: California Zip: 94111

Phone Number: 415-981-1400

Fax Number: 415-777-4961

Email Address: \_\_\_\_\_

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- 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

4/9/08

Date

Jeffrey T. Klugman  
Name of Person Signing

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

12

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

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of March 7, 2008, by and between CLOUDSHIELD TECHNOLOGIES, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IV, INC. ("VLL4") and VENTURE LENDING & LEASING V, INC. ("VLL5"), both Maryland corporations (sometimes referred to herein individually and together as "Secured Party").

## RECITALS

A. Pursuant to a Loan and Security Agreement of even date herewith (as such agreement may from time to time be amended, restated, supplemented or otherwise modified, the "Loan Agreement") between Grantor, as borrower, and Secured Party, as lender, Secured Party 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 the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations,

recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A,

B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. 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.

7. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL4, on the one hand, and Grantor and VLL5, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL4 and VLL5. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL4 and VLL5, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL4 and VLL5, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL4 and/or VLL5 independently of one another. The security interests granted by Grantor to each of VLL4 and VLL5 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

*Remainder of this page intentionally left blank; signature page follows*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

CLOUDSHIELD TECHNOLOGIES, INC.

212 Gibraltar Drive  
Sunnyvale, CA 94089  
Attn: Matt Jones, Chief Executive Officer and President

By: 

Name: Matt Jones

Its: Chief Executive Officer

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING IV, INC.

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING V, INC.

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

CLOUDSHIELD TECHNOLOGIES, INC.

212 Gibraltar Drive  
Sunnyvale, CA 94089  
Attn: Matt Jones, Chief Executive Officer and President

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING IV, INC.

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

By: 

Name: David Wanek

Its: Vice President

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING V, INC.

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

By: 

Name: David Wanek

Its: Vice President

**EXHIBIT A**

**Copyrights**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
CloudShield Packet Operating System (CPOS)	Unregistered	
ONS IDE - (Open Network Systems Integrated Development Environment)	Unregistered	
MFCSS - (Multi-Function Content Security Suite)	Unregistered	
CloudShield Packet Works (or just Packet Works)	Unregistered	
CS-2000 System Software	Unregistered	
Network Observatory	Unregistered	
Network Observatory Bundle	Unregistered	



**EXHIBIT B**

**Patents**

See attachment hereto.

46109/8800  
JTK/339181.1

**TRADEMARK**  
**REEL: 003766 FRAME: 0407**

# CloudShield Intellectual Property Tracking

**Total Patents: 12 Completed of 22 ( 11 / 1 Licensed / 6 In USPTO / 4 Preparing for Filing)**

Updated: 2/28/2008

## Patents and Patent Applications

Registration / (Application)	Legal Description / Intellectual Description	Matter #	Filing Date	Registration Date
6,661,119	System and Method for Distributed Power Supply Supporting High Currents with Redundancy <i>Power Supplies: High Availability Power Distribution Design</i>	16	12/17/2001	12/9/2003
6,728,785	System and Method for Dynamic Compression <i>Network Performance: Compressing Web Pages For Dial-Up on Internet</i>	3	6/23/2000	4/27/2004
6,737,763	System and Method for Intelligent Load Sharing with Power Limiting Scheme for Multiple Power Supplies Connected to a Common Load <i>Power Supplies: Analog Load Balancing and High Availability</i>	15	12/17/2001	5/18/2004
6,829,654	Apparatus and Method for Virtual Edge Placement of Web Sites <i>Network Performance &amp; Security: Selective DNS Interception for Web Proxy</i>	4	6/23/2000	12/7/2004
7,082,502	Apparatus and Method for Interfacing with a High Speed Bi-Directional Network Using a Shared Memory to Store Packet Data <i>Hardware Subsystem: SDRAM Packet Buffer Memory Fabric</i>	8	5/15/2001	7/25/2006
7,003,555	Apparatus and Method for Domain Name Resolution <i>Network Performance &amp; Security: Unique ability to fix a core problem of our IP Infrastructure</i>	5	6/23/2000	2/21/2006
7,114,008	Edge Adapter Architecture Apparatus and Method <i>Hardware Subsystem: Break-through Parallel Hardware Architecture Principles</i>	7	5/15/2001	9/26/2006
7,032,031	Edge Adapter Apparatus and Method <i>Hardware Subsystem: NPU and Co-Processor Architecture for Packet Server</i>	6	5/15/2001	4/18/2006
7,210,022	Apparatus and Method for Interconnecting a Processor to Co-Processors using Shared Memory <i>Hardware Subsystem: Core Shared Memory Silicon Database Hardware</i>	9	5/15/2001	4/24/2007
X 7,266,088	Method of Formatting and Monitoring Computer Network Data <b>(LICENSED FROM NSA)</b> <i>Software Protection: Method for Collecting and Delivering Meta Data</i>	-	3/24/2004	9/4/2007
7,318,144	Apparatus and Method for Interconnecting a Processor to Co-Processors using Shared Memory <i>Continuation of Claims for Matter 9 Above</i>	29	7/15/2005	1/8/2008
7,330,908	A System and Method for Processing Packets Using Location and Content Addressable Memories <i>Hardware Subsystem: Silicon Database Foundation Patent</i>	26	7/22/2005	2/12/2008

[11/188,260]	SYSTEM AND METHOD FOR PROCESSING PACKETS ACCORDING TO USER SPECIFIED RULES GOVERNED BY A SYNTAX <i>Software Protection: RAVE Language Foundation Patent</i>	24	7/22/2005	-
[11/189,172]	SYSTEM AND METHOD FOR PROCESSING PACKETS ACCORDING TO CONCURRENTLY RECONFIGURABLE RULES <i>Software Protection: Virtual Machine Foundation Architecture</i>	25	7/25/2005	-
[10/642,010]	System and Method for Dynamic Compression of Data <i>Continuation of Claims for Matter 3 Above</i>	22	8/15/2003	-
[10/853,294]	Apparatus and Method for Virtual Edge Placement of Web Sites <i>Continuation of Claims for Matter 4 Above</i>	27	1/27/2005	-
[11/060,989]	Apparatus and Method for Interfacing with a High Speed Bi-Directional Network Using a Shared Memory to Store Packet Data <i>Continuation of Claims for Matter 8 Above</i>	30	12/1/2005	-
[11,259,160]	Apparatus and Method for Domain Name Resolution <i>Continuation of Claims for Matter 5 Above</i>	33	10/26/2005	-

[No Tracking Numbers] Multiple Other Patent Documents Being Developed As Continuations, Not Yet Filed to Be Valid IP  
*(Parental Control, VoIP Security, IPTV, Content Based Router)*

### Registration # / Serial TM

2,841,426	CLOUDSHIELD	-	10/10/2000	5/11/2004
3,246,602	CLOUDSENTRY	-	12/27/2005	5/29/2007
[77,102,594]	PACKET-C	-	2/8/2007	(Allowed 10/30/2007)
[77,102,587]	PACKETC	-	2/8/2007	(Allowed 10/30/2007)
[ 77,252,487]	TRICKLER	-	8/10/2007	(Opposition 2/12/2008)
[77,326,084]	DNS DEFENDER	-	11/9/2007	-
[77,378,698]	BRIDGE TENDER	-	1/23/2008	-

Network Solutions	cloudshield [com] [net] [org]	-
Network Solutions	cloudsentry [com] [net] [org]	-
Omnis	packetc [com] [net] [org] [info] [us] / packet-c [com] [net] [org] [info] [us]	-
Network Solutions	overlaynetworks [com] [net] [org]	-
Network Solutions	netcompressor [com] [net] [org]	-

**Bold**

**Allowed Not Issued**

EXHIBIT C

Trademarks

See attachment hereto.

46109/8800  
JTK/339181.1

**TRADEMARK**  
**REEL: 003766 FRAME: 0409**

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[77,326,084]	DNS DEFENDER	-	11/9/2007
[77,378,698]	BRIDGE TENDER	-	1/23/2008

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Network Solutions	cloudsentry [com] [net] [org]	-
Omnis	packetc [com] [net] [org] [info] [us] / packet-c [com] [net] [org] [info] [us]	-
Network Solutions	overlaynetworks [com] [net] [org]	-
Network Solutions	netcompressor [com] [net] [org]	-

**Bold**      **Allowed Not Issued**