

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
AKONIX SYSTEMS, INC.		03/07/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	MENLO VENTURES IX, L.P.
Street Address:	3000 Sand Hill Road
Internal Address:	Building 4, Suite 100
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP:
Name:	MENLO ENTREPRENEURS FUND IX, L.P.
Street Address:	3000 Sand Hill Road
Internal Address:	Building 4, Suite 100
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP:
Name:	MENLO ENTREPRENEURS FUND IX(A), L.P.
Street Address:	3000 Sand Hill Road
Internal Address:	Building 4, Suite 100
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP:
Name:	MMEF IX, L.P.
Street Address:	3000 Sand Hill Road

CH \$65.00 2552620

Internal Address:	Building 4, Suite 100
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP:

Name:	PALOMAR VENTURES II, L.P.
Street Address:	100 Wilshire Blvd.
Internal Address:	Suite 1700
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90401
Entity Type:	LIMITED PARTNERSHIP:

Name:	WINDWARD VENTURES 2000, L.P.
Street Address:	550 West "C" Street
Internal Address:	Suite 2030
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92101
Entity Type:	LIMITED PARTNERSHIP:

Name:	WINDWARD VENTURES 2000-A, L.P.
Street Address:	550 West "C" Street
Internal Address:	Suite 2030
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92101
Entity Type:	LIMITED PARTNERSHIP:

Name:	MISSION VENTURES II, L.P.
Street Address:	11455 El Camino Real
Internal Address:	Suite 450
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
Entity Type:	LIMITED PARTNERSHIP:

Name:	MISSION VENTURES AFFILIATES II, L.P.
Street Address:	11455 El Camino Real

Internal Address:	Suite 450
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92130
Entity Type:	LIMITED PARTNERSHIP:

Name:	GC&H INVESTMENTS, LLC
Street Address:	c/o Cooley Godward Kronish LLP
Internal Address:	101 California Street, 5th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED LIABILITY COMPANY:

Name:	PERFORMANCE DIRECT INVESTMENTS I, L.P.
Street Address:	2 Pickwick Plaza
Internal Address:	Suite 310
City:	Greenwich
State/Country:	CALIFORNIA
Postal Code:	06830
Entity Type:	LIMITED PARTNERSHIP:

Name:	FIRST PLAZA GROPU TRUST, SOLELY FOR THE BENEFIT OF POOL PMI-127*
Street Address:	3 Chase Metrotech Center
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245
Entity Type:	TRUST:

Name:	FIRST PLAZA GROPU TRUST, SOLELY FOR THE BENEFIT OF POOL PMI-128*
Street Address:	3 Chase Metrotech Center
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245
Entity Type:	TRUST:

Name:	FIRST PLAZA GROPU TRUST, SOLELY FOR THE BENEFIT OF POOL PMI-129*
Street Address:	300 W. Sixth Street
City:	Brooklyn
State/Country:	NEW YORK

Postal Code:	11245
Entity Type:	TRUST:

Name:	FIRST PLAZA GROPU TRUST, SOLELY FOR THE BENEFIT OF POOL PMI-130*
Street Address:	3 Chase Metrotech Center
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245
Entity Type:	TRUST:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2552620	AKONIX
Registration Number:	2588171	AKONIX

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858-550-6403
 Email: erin.obrien@cooley.com
 Correspondent Name: Erin O'Brien
 Address Line 1: c/o Cooley Godward Kronish LLP
 Address Line 2: 4401 Eastgate Mall
 Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	300101-100 AKONIX
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	05/13/2008

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 7, 2008 by and between AKONIX SYSTEMS, INC., a California corporation ("GRANTOR") and the secured parties listed on the signature page hereof (each, a "*Secured Party*" and, collectively, the "*Secured Parties*").

RECITALS

A. Secured Parties have made and may in the future make certain advances of money to Grantor (the "*Loans*") in the amounts and manner set forth in those certain Secured Subordinated Promissory Notes executed by Grantor in favor of each Secured Party (collectively, as the same may be amended, modified or supplemented from time to time, the "*Notes*") and that certain Note Purchase Agreement, of even date hereof, by and between Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Purchase Agreement*"). The Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Secured Parties a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes and Purchase Agreement.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Grantor has granted to Secured Parties a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

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 Notes, Purchase Agreement and Security Agreement (collectively, the "*Loan Documents*"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and any of the Secured Parties, Grantor grants and pledges to the Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (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 the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and 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 the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties 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 the Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 the Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Signature pages follow.]

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:

AKONIX SYSTEMS, INC.

By: 

Print Name: Peter Shaw

Title: Chief Executive Officer and President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

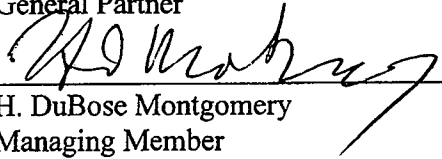
TRADEMARK
REEL: 003776 FRAME: 0680

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.

SECURED PARTY:

MENLO VENTURES IX, L.P.

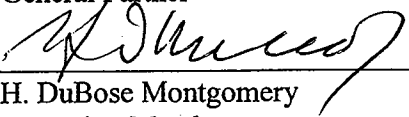
By: MV Management IX, L.L.C.
Its: General Partner

By: 
Name: H. DuBose Montgomery
Its: Managing Member

Address: 3000 Sand Hill Road
Building 4, Suite 100
Menlo Park, CA 94025

MENLO ENTREPRENEURS FUND IX, L.P.

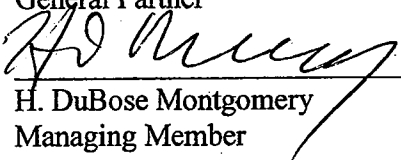
By: MV Management IX, L.L.C.
Its: General Partner

By: 
Name: H. DuBose Montgomery
Its: Managing Member

Address: 3000 Sand Hill Road
Building 4, Suite 100
Menlo Park, CA 94025

MENLO ENTREPRENEURS FUND IX(A), L.P.

By: MV Management IX, L.L.C.
Its: General Partner

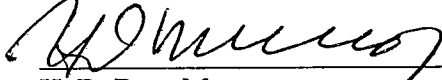
By: 
Name: H. DuBose Montgomery
Its: Managing Member

Address: 3000 Sand Hill Road
Building 4, Suite 100
Menlo Park, CA 94025

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.

MMEF IX, L.P.

By: MV Management IX, L.L.C.
Its: General Partner

By: 
Name: H. DuBose Montgomery
Its: Managing Member

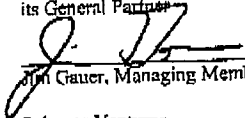
Address: 3000 Sand Hill Road
Building 4, Suite 100
Menlo Park, CA 94025

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.

PALOMAR VENTURES II, L.P.
A Delaware limited partnership

PALOMAR VENTURES II, L.P.
a Delaware limited partnership

By: Palomar Management Partners II, L.L.C.
a Delaware limited liability company and
its General Partner

By: 
Jim Gauer, Managing Member

Address: Palomar Ventures
100 Wilshire Blvd., Suite 1700
Santa Monica, CA 90401
Attn: Jim Gauer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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.

WINDWARD VENTURES 2000, L.P.


By: Windward 2000, LLC
Its: General Partner

By: 
Name: M. David Titus
Its: Managing Member

Address: 550 West "C" Street, Suite 2030
San Diego, CA 92101

WINDWARD VENTURES 2000-A, L.P.

By: Windward 2000, LLC
Its: General Partner

By: 
Name: M. David Titus
Its: Managing Member

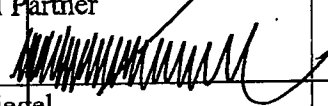
Address: 550 West "C" Street, Suite 2030
San Diego, CA 92101

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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.

MISSION VENTURES II, L.P.


By: Mission Ventures II Management, LLC
Its: General Partner

By: 
Name: Leo Spiegel
Its: General Member

Address: 11455 El Camino Real, Suite 450
San Diego, CA 92130

MISSION VENTURES AFFILIATES II, L.P.

By: Mission Ventures II Management, LLC
Its: General Partner

By: 
Name: Leo Spiegel
Its: General Member

Address: 11455 El Camino Real, Suite 450
San Diego, CA 92130

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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.

GC&H INVESTMENTS, LLC

By: 

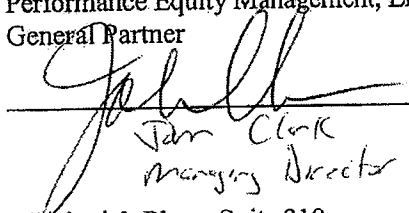
Name: John L. Cardoza

Title: Managing Member

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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.

**PERFORMANCE DIRECT INVESTMENTS I,
L.P.**


By: Performance Direct Investors I, a series of
Performance Equity Management, LLC
Its: General Partner
By: 
Name: Jan Clark
Its: Managing Director
Address: 2 Pickwick Plaza, Suite 310
Greenwich, CT 06830

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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.

**FIRST PLAZA GROUP TRUST, SOLELY FOR
THE BENEFIT OF POOL PMI-127***

By: JP Morgan Chase Bank, N.A., as trustee of
First Plaza Group Trust

By: 

Name: _____
Its: Edward J. Petrow
Vice President

Address: 3 Chase Metrotech Center
Brooklyn, NY 11245
Attn: Edward Petrow

*The Company acknowledges and agrees that in the event of any claim whatsoever or howsoever made by either the Company against (i) First Plaza Group Trust ("*FPGT*") in connection with or related to the investment in the Partnership made by this Agreement for the benefit of pool PMI 127 or (ii) JPMorgan Chase Bank, National Association, as trustee for First Plaza Group Trust ("*FPGT Trustee*") in connection with or related to the loan to the Company made by this Agreement for the benefit of pool PMI 127, the Company's recourse shall be limited and attributable solely to the assets of pool PMI 127 and upon exhaustion of such assets, the Company shall not have any further recourse against FPGT or FPGT Trustee. Furthermore, the Company acknowledges and agrees that any and all benefits accruing to FPGT in connection with or related to the loan to the Company made by this Agreement for the benefit of pool PMI 127 shall inure solely to pool PMI 127 and not to FPGT generally.

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 003776 FRAME: 0688

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.

**FIRST PLAZA GROUP TRUST, SOLELY FOR
THE BENEFIT OF POOL PMI-128***

By: JP Morgan Chase Bank, N.A., as trustee of
First Plaza Group Trust

By: 

Name:

Its:

Edward J. Petrow
Vice President

Address: 3 Chase Metrotech Center
Brooklyn, NY 11245
Attn: Edward Petrow

*The Company acknowledges and agrees that in the event of any claim whatsoever or howsoever made by either the Company against (i) FPGT in connection with or related to the investment in the Partnership made by this Agreement for the benefit of pool PMI 128 or (ii) JPMorgan Chase Bank, National Association, as FPGT Trustee in connection with or related to the loan to the Company made by this Agreement for the benefit of pool PMI 128, the Company's recourse shall be limited and attributable solely to the assets of pool PMI 128 and upon exhaustion of such assets, the Company shall not have any further recourse against FPGT or FPGT Trustee. Furthermore, the Company acknowledges and agrees that any and all benefits accruing to FPGT in connection with or related to the loan to the Company made by this Agreement for the benefit of pool PMI 128 shall inure solely to pool PMI 128 and not to FPGT generally.

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 003776 FRAME: 0689

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.

**FIRST PLAZA GROUP TRUST, SOLELY FOR
THE BENEFIT OF POOL PMI-129***

By: JP Morgan Chase Bank, N.A., as trustee of
First Plaza Group Trust

By:
Name:
Its:



Edward J. Petrow
Vice President

Address: 3 Chase Metrotech Center
Brooklyn, NY 11245
Attn: Edward Petrow

*The Company acknowledges and agrees that in the event of any claim whatsoever or howsoever made by either the Company against (i) FPGT in connection with or related to the investment in the Partnership made by this Agreement for the benefit of pool PMI 129 or (ii) JPMorgan Chase Bank, National Association, as FPGT Trustee in connection with or related to the loan to the Company made by this Agreement for the benefit of pool PMI 129, the Company's recourse shall be limited and attributable solely to the assets of pool PMI 129 and upon exhaustion of such assets, the Company shall not have any further recourse against FPGT or FPGT Trustee. Furthermore, the Company acknowledges and agrees that any and all benefits accruing to FPGT in connection with or related to the loan to the Company made by this Agreement for the benefit of pool PMI 129 shall inure solely to pool PMI 129 and not to FPGT generally.


[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 003776 FRAME: 0690

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.

**FIRST PLAZA GROUP TRUST, SOLELY FOR
THE BENEFIT OF POOL PMI-130***

By: JP Morgan Chase Bank, N.A., as trustee of
First Plaza Group Trust

By: 
Name:
Its:

Edward J. Petrow
Vice President

Address: 3 Chase Metrotech Center
Brooklyn, NY 11245
Attn: Edward Petrow

*The Company acknowledges and agrees that in the event of any claim whatsoever or howsoever made by either the Company against (i) FPGT in connection with or related to the investment in the Partnership made by this Agreement for the benefit of pool PMI 130 or (ii) JPMorgan Chase Bank, National Association, as FPGT Trustee in connection with or related to the loan to the Company made by this Agreement for the benefit of pool PMI 130, the Company's recourse shall be limited and attributable solely to the assets of pool PMI 130 and upon exhaustion of such assets, the Company shall not have any further recourse against FPGT or FPGT Trustee. Furthermore, the Company acknowledges and agrees that any and all benefits accruing to FPGT in connection with or related to the loan to the Company made by this Agreement for the benefit of pool PMI 130 shall inure solely to pool PMI 130 and not to FPGT generally.

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 003776 FRAME: 0691

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
Methods for L7 Enterprise (gateway) and L7 Enforcer communications and interaction, plus message reflection, screen name authentication and detecting user presence.	10/459,408	9/25/2007
Methods for L7 Enterprise (gateway) and L7 Enforcer communications and interaction, plus message reflection, screen name authentication and detecting user presence.	10/459,421	7/24/2007
Methods for L7 Enterprise (gateway) and L7 Enforcer communications and interaction, plus message reflection, screen name authentication and detecting user presence.	10/459,111	2/16/2007
Methods for L7 Enterprise (gateway) and L7 Enforcer communications and interaction, plus message reflection, screen name authentication and detecting user presence.	10/459,725	9/20/2007
Methods for L7 Enterprise (gateway) and L7 Enforcer communications and interaction, plus message reflection, screen name authentication and detecting user presence.	10/459/119	6/11/2007
EU Filing for above Patents 10/459/408 to 119	03734524.6	9/21/2007
Automatic association of screen names to User IDs.	10/167,229	7/2/2007
Context-sensitive IM communications for L7 Builder.	10/780,915	10/2/2007
Context-sensitive IM communications for L7 Builder.	04711943.3	9/19/2007
Alerting capability for L7 Builder.	10/879,487	6/29/2004
Alerting capability for L7 Builder.	04756294.7	5/14/2004
Protocol recognition and rule enforcement for L7 Enforcer.	11/294,739	8/10/2007
Protocol recognition and rule enforcement for L7 Enforcer.	5853100.5	6/8/2007
Methods for L7 Remote Security Agent features and functions.	11/556/470	5/17/2007
Systems and methods for remote rogue protocol enforcement	PCT/US2006/605 26	5/18/2007
Systems and methods for detecting and blocking malicious content on instant messages	11/969,768	1/4/2008
Systems and methods for detecting and blocking malicious content on instant messages	PCT/US08/50300	1/4/2008

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
Akonix – Class 9 registration covering goods. The Class 9 registration is for computer software platform and software applications to enhance the functionality and performance of Internet communications and for online transaction processing; computer software for conducting electronic commerce via computer and communications networks; computer software for the transmission of shared information via computer and communications networks.	2552620	March 26, 2002
Akonix – Class 42 registration covering services. The Class 42 registration is for computer and information technology consulting services, namely, software development and computer system design services; custom computer software design for others; installation and maintenance of computer software; and technical support services, namely, troubleshooting of computer software problems via telephone, e-mail, in person and online.	2588171	July 2, 2002