

TO: LEE CONNER COMPANY: SQUARE 1 BANK

09/03/2008 WED 15:12 FAX

001/006

09/03/2008
700383207

09-11-2008

Form PTO-1594 (Rev. 07/05)
OMB Collection 0951-0027 (exp. 9/30/2008)

DEPARTMENT OF COMMERCE
Patent and Trademark Office



103524235

Re 9-10-08

RECO:
TR

To the Director of the U. S. Patent and Trademark Office

1. Name of conveying party(ies):
VETTRO CORP.

- Individual(s)
- General 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) August 7, 2008

- 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: Square 1 Bank
 Internal
 Address: Lee Conner
 Street Address: 408 Blackwell Street, Suite 240
 City: Durham
 State: NC
 Country: US Zip: 27701

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship North Carolina
- 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)
2,583,658 and as more fully described in Exhibit C

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: Lee Conner
 Internal Address: Square 1 Bank
 Street Address: 408 Blackwell St.
Suite 240
 City: Durham
 State: NC Zip: 27701
 Phone Number: 919-314-3099
 Fax Number: 919-354-1278 - NEW
 Email Address: lconnerdept@square1bank.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115

- 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 60-3822
 Authorized User Name Lee Conner

9. Signature:

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Signature

Date

Lee Conner
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0149, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

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EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None		

ODSV7&1394058.1
DL5V732L1

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EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration/ Publication Number</u>	<u>Registration/ Publication Date</u>
None		

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DMSV78G1J

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**EXHIBIT C
TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VETTRO (1 Typed Drawing)	2,583,659	06/18/2002
VETTRO (1 Typed Drawing)	2,767,345	09/23/2003
VETTRO (1 Typed Drawing)	2,583,658	06/18/2002
VETTRO (1 Typed Drawing)	2,840,670	05/11/2004

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 7, 2008 by and between SQUARE 1 BANK ("Bank") and VETTRO CORP., a Delaware corporation ("Grantor"),

RECITALS

A. Bank has 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 Loan and Security Agreement as amended by and among, *inter alia*, Bank and Grantor dated as of October 23, 2006 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein but not defined are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Forbearance Agreement and Fourth Amendment, Grantor has granted to Bank 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To further secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor irrevocably grants and pledges to Bank a security interest with the power of sale as permitted by law 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 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 rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in 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.

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Each right, power and remedy of Bank provided for herein or in 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 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.

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 and the Grantor is the true and sole owner of the same without any prior encumbrance.

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 Grantor:

11600 Sunrise Valley Drive, Ste. 230
Reston, Virginia 20191

GRANTOR:

~~VETTRICELLI~~

By: 

Title: _____

Address of Bank:

405 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

BANK:

SQUARE 1 BANK

By: 

Title: _____

DUPLICATE