

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OnPath Technologies Inc.	FORMERLY Intellipath Corporation	02/23/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brocade Communications Systems, Inc.		
<b>Street Address:</b>	1745 Technology Drive		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95110		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1529536	VARISWITCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2027395866		
<b>Email:</b>	fgordon@morganlewis.com		
<b>Correspondent Name:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	068320.0000		
<b>NAME OF SUBMITTER:</b>	Felicia D. Gordon		
<b>Signature:</b>	/fdg/		
<b>Date:</b>	02/24/2009		

CH 1529536 \$40.00

**Total Attachments: 18**

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## SECURITY AGREEMENT

**THIS SECURITY AGREEMENT** dated as of February 23, 2009 (“Security Agreement” or “Agreement”), is made by and among **OnPath Technologies Inc.** (f/k/a Intellipath Corporation), a Delaware corporation (“Grantor”), and Brocade Communications Systems, Inc. (the “Secured Party”).

### RECITALS

**A.** In connection with the restructuring of certain pre-existing secured debt (the “Restructuring”), Grantor has issued in favor of Secured Party a Secured Promissory Note of even date herewith (the “Note”, and the underlying transaction, the “Loan”).

**B.** The Secured Party is willing to maintain the Loan to Grantor as part of the Restructuring upon the condition that Grantor shall have executed and delivered to the Secured Party this Security Agreement.

### AGREEMENT

**NOW, THEREFORE,** in order to induce the Secured Party to engage in the Restructuring and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

**1. DEFINED TERMS.** When used in this Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“*Bankruptcy Code*” means Title XI of the United States Code.

“*Collateral*” shall have the meaning assigned to such term in Section 2 of this Security Agreement.

“*Contracts*” means all contracts (including any customer, vendor, supplier, service or maintenance contract), leases, licenses, undertakings, purchase orders, permits, franchise agreements or other agreements (other than any right evidenced by Chattel Paper, Documents or Instruments), whether in written, oral or electronic form, in or under which Grantor now holds or hereafter acquires any right, title or interest, including, without limitation, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof.

“*Copyright License*” means any agreement, whether in written, oral or electronic form, in which Grantor now holds or hereafter acquires any interest, granting any right in or to any Copyright or Copyright registration (whether Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which Grantor has obtained the exclusive right to use a copyright owned by a third party.

**“Copyrights”** means all of the following now owned or hereafter acquired or created (as a work for hire for the benefit of Grantor) by Grantor or in which Grantor now holds or hereafter acquires or receives any right or interest, in whole or in part: (a) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications, recordings and proceedings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions thereof; (d) any registrations to be issued in any pending applications, and shall include any right or interest in and to work protectable by any of the foregoing which are presently or in the future owned, created or authorized (as a work for hire for the benefit of Grantor) or acquired by Grantor, in whole or in part; (e) prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (f) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (g) rights to sue for past, present and future infringements of any copyright; and (h) any other rights corresponding to any of the foregoing rights throughout the world.

**“Event of Default”** means (i) any failure by Grantor forthwith to pay or perform any of the Secured Obligations, (ii) any breach by Grantor of any warranty, representation, or covenant set forth herein, and (iii) any “Event of Default” as defined in the Note.

**“Intellectual Property”** means any intellectual property, in any medium, of any kind or nature whatsoever, now or hereafter owned or acquired or received by Grantor or in which Grantor now holds or hereafter acquires or receives any right or interest, and shall include, in any event, any Copyright, Trademark, Patent, trade secret, customer list, internet domain name (including any right related to the registration thereof), proprietary or confidential information, mask work, source, object or other programming code, invention (whether or not patented or, patentable), technical information, procedure, design, knowledge, know-how, software, data base, data, skill, expertise, recipe, experience, process, model, drawing, material or record.

**“License”** means any Copyright License, Patent License, Trademark License or other license of rights or interests, whether in-bound or out-bound, whether in written or electronic form, now or hereafter owned or acquired or received by Grantor or in which Grantor now holds or hereafter acquires or receives any right or interest, and shall include any renewals or extensions of any of the foregoing thereof.

**“Lien”** means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance of any kind.

**“Patent License”** means any agreement, whether in written, oral or electronic form, in which Grantor now holds or hereafter acquires any interest, granting any right with respect to any invention on which a Patent is in existence (whether Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which Grantor has obtained the exclusive right to use a patent owned by a third party.

**“Patents”** means all of the following in which Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and

recordings thereof and all applications for letters patent of 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; (b) all reissues, divisions, continuations, renewals, continuations-in-part or extensions thereof; (c) all petty patents, divisionals and, patents of addition; (d) all patents to issue in any such applications; (e) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (f) rights to sue for past, present and future infringements of any patent.

**“Permitted Lien”** means: (a) any Liens existing on the date of this Security Agreement set forth on **Schedule A** attached hereto; (b) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings after notice to the Secured Party and adequate reserves are being maintained in connection therewith in accordance with generally accepted accounting principles; (c) Liens (i) upon or in any Equipment acquired or held by Grantor to secure the purchase price of such Equipment or indebtedness incurred solely for the purpose of financing the acquisition of such Equipment or (ii) existing on such Equipment at the time of its acquisition, provided that the Lien is confined solely to the Equipment so acquired, improvements thereon and the Proceeds of such Equipment; (d) leases or subleases and nonexclusive licenses or sublicenses granted to others in the ordinary course of Grantor’s business if such are otherwise permitted under this Security Agreement and do not interfere in any material respect with the business of Grantor; (e) any right, title or interest of a licensor under a license to Grantor provided that such license or sublicense does not prohibit the grant of the security interest granted hereunder; (f) Liens arising from judgments, decrees or attachments to the extent and only so long as such judgment, decree or attachment has not caused or resulted in an Event of Default under the Note; (g) easements, reservations, rights-of-way, restrictions, minor defects or irregularities in title and other similar Liens affecting real property not interfering in any material respect with the ordinary conduct of the business of Grantor; (h) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of, goods which are not delinquent; (i) Liens arising solely by virtue of any statutory or common law provision relating to banker’s liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution; and (j) pursuant and subject to the terms of the Intercreditor Agreement (as defined below), Liens or any encumbrances imposed by any loan, equipment lease or other similar transaction to the extent that it relates to Senior Indebtedness (as defined in the Note), provided that any such Liens or encumbrances shall not be deemed Permitted Liens as they relate to any amounts of indebtedness in excess of the amount of permitted Senior Indebtedness.

**“Secured Obligations”** means (a) the obligation of Grantor to repay the Secured Party all of the unpaid principal amount of, and accrued interest on (including any interest that accrues after the commencement of bankruptcy) the Loan, together with all other obligations or liabilities of Grantor which may arise under or in connection with the Loan or the performance of the Grantor’s obligation under the Note, including all indemnities set forth in such agreements or instruments, and (b) the obligation of Grantor to pay any fees, costs and expenses of the Secured Party under Section 6(c) hereof and under the Note.

“**Security Agreement**” means this Security Agreement and all Schedules hereto, as the same may from time to time be amended, modified, supplemented or restated.

“**Trademark License**” means any agreement, whether in written, oral or electronic form, in which Grantor now holds or hereafter acquires any, interest, granting any right in and to any Trademark or Trademark registration (whether Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which Grantor has obtained the exclusive right to use a trademark owned by a third party.

“**Trademarks**” means any of the following in which Grantor now holds or hereafter acquires any interest: (a) any trademarks, tradenames, corporate names, company 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 (collectively, the “Marks”); (b) any reissues, extensions or renewals thereof, (c) the goodwill of the business symbolized by or associated with the Marks; (d) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (e) rights to sue for past, present and future infringements of the Marks.

“**UCC**” means the Uniform Commercial Code as the same may from time to time be in effect in the State of California (and each reference in this Security Agreement to an Article thereof denoted as a Division of the UCC as adopted and in effect in the State of California) shall refer to that Article (or Division, as applicable) as from time to time in effect; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the Secured Party’s security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of California, the term “UCC” shall mean the Uniform Commercial Code (including the Articles thereof) as in effect at such time in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

In addition, the following terms shall be defined terms having the meaning set forth for such terms in the UCC: “Account” (including healthcare insurance receivables), “Account Debtor,” “Chattel Paper” (including tangible and electronic chattel paper), “Commercial Tort Claims,” “Commodity Account,” “Deposit Account,” “Documents,” “Equipment” (including all accessions and additions thereto), “Fixtures,” “General Intangible” (including payment intangibles and software), “Instrument,” “Inventory” (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), “Investment Property” (including securities and securities entitlements), “Letter-of-Credit Right” (whether or not the letter of credit is evidenced by a writing), “Payment Intangibles,” “Proceeds,” “Promissory Notes,” “Securities Account,” and “Supporting Obligations.” Each of the foregoing defined terms shall include all of such items now owned, or hereafter acquired, by Grantor.

**2. GRANT OF SECURITY INTEREST.** As collateral security for the full, prompt, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Secured Party to maintain the Loan as part of the Restructuring, Grantor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Party, and hereby grants to the Secured Party, a security interest in all of Grantor's right, title and interest in, to and under all of the assets of Grantor, tangible or intangible, including the following, whether now owned or hereafter acquired (all of which being collectively referred to herein as the "Collateral");

- (a) All Accounts of Grantor;
- (b) All Chattel Paper of Grantor;
- (c) All Commercial Tort Claims of Grantor;
- (d) All Contracts of Grantor;
- (e) All Deposit Accounts of Grantor;
- (f) All Documents of Grantor;
- (g) All Equipment of Grantor,
- (h) All Fixtures of Grantor;
- (i) All General Intangibles of Grantor, including, without limitation, Payment Intangibles, all Copyrights, Patents, Trademarks, Licenses, designs, drawings, technical information, marketing plans, customer lists, trade secrets, proprietary or confidential information, inventions (whether or not patentable), procedures, know-how, models and data;
- (j) All Instruments of Grantor, including, without limitation, Promissory Notes;
- (k) All Inventory of Grantor;
- (l) All Investment Property of Grantor;
- (m) All Letter of Credit Rights of Grantor;
- (n) All Supporting Obligations of Grantor
- (o) All Intellectual Property of Grantor;
- (p) All property of Grantor held by the Secured Party, or any other party for which the Secured Party is acting as agent hereunder, including, without limitation, all property of every description now or hereafter in the possession or custody of or in transit to the Secured Party or such other party for any purpose, including, without limitation, safekeeping, collection or pledge, for the account of Grantor, or as to which Grantor may have any right or power;

(q) All other goods and personal property of Grantor, wherever located, whether tangible or intangible, and whether now owned or hereafter acquired, existing, leased or consigned by or to Grantor; and

(r) To the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of each of the foregoing.

### **3. RIGHTS AND DUTIES OF SECURED PARTY; COLLECTION OF ACCOUNTS.**

(a) Notwithstanding anything contained in this Security Agreement to the contrary, Grantor expressly agrees that it shall remain liable under each of its Contracts and each of its Licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder and that it shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such Contract or License. The Secured Party shall have no obligation or liability under any Contract or License by reason of or arising out of this Security Agreement or the granting to the Secured Party of a lien therein or the receipt by the Secured Party of any payment relating to any Contract or License pursuant hereto, nor shall the Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Grantor under or pursuant to any Contract or License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Contract or License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) The Secured Party authorizes Grantor to collect its Accounts. Upon the occurrence and during the continuance of any Event of Default, at the request of the Secured Party, Grantor shall deliver to the Secured Party all Proceeds from or collections in respect of Accounts, together with all original and other documents evidencing and relating to the performance of labor or service which created such Accounts, including, without limitation, all original orders, invoices and shipping receipts.

(c) The Secured Party may at any time, upon the occurrence and during the continuance of any Event of Default, notify Account Debtors of Grantor, parties to the Contracts of Grantor, obligors in respect of Instruments of Grantor and obligors in respect of Chattel Paper of Grantor that the Accounts and the right, title and interest of Grantor in and under such Contracts, Instruments and Chattel Paper have been assigned to the Secured Party and that payments shall be made directly to the Secured Party. Upon the request of the Secured Party, Grantor shall so notify such Account Debtors, parties to such Contracts, obligors in respect of such Instruments and obligors in respect of such Chattel Paper. Upon the occurrence and during the continuance of any Event of Default, the Secured Party may communicate with such Account Debtors, parties to such Contracts, obligors in respect of such Instruments and obligors in respect of such Chattel Paper to verify with such parties, to the Secured Party's satisfaction, the existence, amount and terms of any such Accounts, Contracts, Instruments or Chattel Paper.



(d) Notwithstanding any other provision herein, the Secured Party acknowledges and agrees that Grantor intends to obtain up to Three Million dollars (\$3,000,000) in additional financing and that the funds raised in such financing shall constitute Senior Indebtedness (as defined in the Note) and that, pursuant and subject to the terms of the Intercreditor Agreement (as defined below), the Secured Party's security interest hereunder and right to payment shall be subordinate to such Senior Indebtedness; *provided, however*, that the Secured Party's security interest hereunder and right to payment shall be senior to all other indebtedness of Payor, including all other indebtedness to the Senior Lender (as defined in the Note). At the request of any holder of Senior Indebtedness, the Secured Party agrees to enter into a reasonable intercreditor agreement or agreements or subordination agreement or agreements to provide for and reflect such subordination with respect to the priority of any claims on the Collateral, subordination with respect to the right to payment, and a customary standstill period (the "*Intercreditor Agreement*"). Pursuant and subject to the terms of the Intercreditor Agreement and subject to this Section 3(d), the Secured Party agrees to reasonably cooperate with any holder of Senior Indebtedness in order to permit the perfection of liens by such holder of Senior Indebtedness and not to interfere in any manner with such perfection.

**4. REPRESENTATIONS AND WARRANTIES.** Grantor hereby represents and warrants to the Secured Party that:

(a) Except for the security interest granted to the Secured Party under this Security Agreement and Permitted Liens, Grantor is the sole legal and equitable owner of each item of the Collateral in which it purports to grant a security interest hereunder.

(b) No effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Collateral exists, except such as may have been filed by Grantor in favor of the Secured Party pursuant to this Security Agreement and except for Permitted Liens.

(c) This Security Agreement creates a legal and valid first priority security interest on and in all of the Collateral in which Grantor now has rights. Accordingly, upon the proper filing of a Financing Statement on Form UCC-1 with the Delaware Secretary of State, the Secured Party has a fully perfected first priority security interest in all of the Collateral in which Grantor now has rights, subject only to Permitted Liens. This Security Agreement will create a legal and valid and fully perfected first priority security interest in the Collateral in which Grantor later acquires rights, when Grantor acquires those rights, subject only to Permitted Liens.

(d) Grantor's correct taxpayer identification number is set forth on the signature page hereof, and Grantor's chief executive office, principal place of business, and the place where Grantor maintains its records concerning the Collateral are presently located at the address set forth on the signature page hereof. The Collateral, other than Deposit Accounts, Securities Accounts and Commodity Accounts, is presently located at such address.

(e) The name and address of each depository institution at which Grantor maintains any Deposit Account and the account number and account name of each such Deposit Account is listed on **Schedule B** attached hereto. The name and address of each securities intermediary or commodity intermediary at which Grantor maintains any Securities Account or

Commodity Account and the account number and account name is listed on **Schedule B** attached hereto. Grantor agrees to amend **Schedule B** to reflect the opening of any additional Deposit Account, Securities Account or Commodity Account, or closing or changing the account name or number on any existing Deposit Account, Securities Account, or Commodity Account, in each case within five (5) business days of the occurrence thereof and shall provide notice thereof to the Secured Party within such time frame.

(f) Grantor has been duly incorporated and is validly existing and in good standing under the laws of the state of Delaware. Grantor's state-issued organizational identification number is 4248958. Grantor does business under no names, tradenames, dba's or other names except for "OnPath Technologies" and has not previously done business under any other name except "IntelliPath Corporation". "OnPath Technologies Inc." is Grantor's exact legal name as shown on its Certificate of Incorporation, as amended as of the date of this Agreement, and Grantor has never changed its name except from "IntelliPath Corporation"

(g) There is no Collateral existing as of the date hereof (i) with respect to which a security interest may be perfected by the Secured Party's taking possession thereof, including, without limitation, all Chattel Paper, Instruments or Investment Property comprising certificated securities, (ii) consisting of non-certificated securities, (iii) consisting of real property, (iv) consisting of titled property, or (v) other than as set forth in the Schedule C hereto, consisting of Intellectual Property registered with the United State Patent and Trademark Office and the United States Copyright Office.

(h) Grantor has full power, authority and legal right to execute and deliver this Security Agreement, and all other instruments to be executed and delivered hereunder, to perform its obligations hereunder and thereunder, and to grant the assignment and/or security interest created by this Security Agreement.

**5. COVENANTS.** Grantor covenants and agrees with the Secured Party that from and after the date of this Security Agreement and until the Secured Obligations have been performed and paid in full:

**5.1 Disposition of Collateral.** Grantor shall not sell, lease, transfer or otherwise dispose of any of the Collateral (each, a "*Transfer*"), or attempt or contract to do so, other than (a) the sale of Inventory in the, ordinary course of business, (b) the granting of nonexclusive Licenses in the ordinary course of business, (c) the disposal of worn out or Obsolete Equipment and (d) Transfers of Equipment for fair market value as determined by Grantor in its good faith business judgment, not exceeding \$100,000 in the aggregate in any given fiscal year.

**5.2 Change of Jurisdiction of Organization or Name, Relocation of Business.** Grantor shall not change its jurisdiction of organization or relocate its chief executive office, principal place of business or its records from such address(es) provided to the Secured Party pursuant to Section 4(d) above, or store, use or locate any of the Collateral at any other location without at least thirty (30) days prior written notice to the Secured Party accompanied by a form of UCC-3 financing statement amendment ready to be filed reflecting the change in information; Grantor shall not conduct business under any name other than "IntelliPath

Corporation” without at least thirty (30) days prior written notice to the Secured Party accompanied by a form of UCC-1 financing statement ready to be filed reflecting the additional name.

**5.3 Limitation on Liens on Collateral.** Grantor shall not, directly or indirectly, create, permit or suffer to exist, and shall defend the Collateral against and take such other action as is necessary to remove, any Lien on the Collateral, except (a) Permitted Liens and (b) the Lien granted to the Secured Party under this Security Agreement.

**5.4 Insurance.** Grantor shall maintain insurance policies insuring the Collateral against loss or damage from such risks and in such amounts and forms and with such companies as are customarily maintained by businesses similar to Grantor.

**5.5 Taxes, Assessments, Etc.** Grantor shall pay promptly when due all property and other taxes, assessments and government charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral, except to the extent the validity or amount thereof is being contested in good faith and adequate reserves are being maintained in connection therewith in accordance with generally accepted accounting principles.

**5.6 Defense of Intellectual Property.** Grantor shall use commercially reasonable efforts to (i) protect, defend and maintain the validity and enforceability of all Copyrights, Patents and Trademarks material to Grantor’s business, (ii) detect infringements of all Copyrights, Patents and Trademarks material to Grantor’s business, and (iii) not allow any Copyrights, Patents or Trademarks to be abandoned, forfeited or dedicated to the public without the prior written consent of the Secured Party unless commercially reasonable business practice would determine that any such abandonment is appropriate.

**5.7 Maintenance of Records.** Grantor shall keep and maintain at its own cost and expense satisfactory and complete records of the Collateral. Grantor shall not create any Chattel Paper without placing a legend on the Chattel Paper acceptable to the Secured Party indicating that the Secured Party has a security interest in the Chattel Paper.

**5.8 Further Assurances.** At any time and from time to time, upon the written request of the Secured Party, and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Secured Party may reasonably deem necessary or desirable to obtain the full benefits of this Security Agreement, including, without limitation, (a) executing, delivering and causing to be filed any financing or continuation statements (including “in lieu” continuation statements) under the UCC with respect to the security interests granted hereby, (b) filing or cooperating with the Secured Party in filing any forms or other documents required to be recorded with the United States Patent and Trademark Office and United States Copyright Office, (c) placing the interest of the Secured Party as lienholder on the certificate of title (or similar evidence of ownership) of any vehicle, watercraft or other Equipment constituting Collateral owned by Grantor which is covered by a certificate of title (or similar evidence of ownership), (d) executing and delivering and using commercially reasonable efforts to cause the applicable depository institution, securities intermediary, commodity intermediary or issuer or

nominated party under a letter of credit to execute and deliver a collateral control agreement with respect to any Deposit Account, Securities Account or Commodity Account or Letter-of-Credit Right in or to which Grantor has any right or interest, (e) using commercially reasonable efforts to obtain acknowledgments from bailees having possession of any Collateral and waivers of liens from landlords and mortgagees of any location where any of the Collateral may from time to time be stored or located, (f) transferring Collateral to the Secured Party's possession (if a security interest in such Collateral can be perfected by possession), and (g) at the Secured Party's reasonable request, executing and delivering or causing to be delivered written notice to insurers of the Secured Party's security interest in, or claim in or under, any policy of insurance (including unearned premiums). Grantor also hereby authorizes the Secured Party to file any such financing or continuation statement (including "in lieu" continuation statements) without the signature of Grantor.

**6. RIGHTS AND REMEDIES UPON DEFAULT.** After any Event of Default shall have occurred and while such Event of Default is continuing:

(a) The Secured Party may exercise in addition to all other rights and remedies granted to it under this Security Agreement all rights and remedies of a secured party under the UCC or other applicable law. Without limiting the generality of the foregoing, Grantor expressly agrees that in any such event the Secured Party, without demand of performance or other demand, advertisement or notice of any kind to or upon Grantor or any other person may (i) reclaim, take possession, recover, store, maintain, finish, repair, prepare for sale or lease, shop, advertise for sale or lease and sell or lease (in the manner provided herein) the Collateral, and in connection with the liquidation of the Collateral and collection of the accounts receivable pledged as Collateral, use any, Trademark, Copyright, Patent, Intellectual Property or process used or owned by Grantor and (ii) forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, assign, give an option or options to purchase or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange or broker's board or at the Secured Party's offices or elsewhere at such prices as it may deem commercially reasonable, for cash or on credit or for future delivery without assumption of any credit risk. Grantor further agrees, at the Secured Party's request, to assemble its Collateral and make it available to the Secured Party at places which the Secured Party shall reasonably select, whether at Grantor's premises or elsewhere. The Secured Party shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale as provided in Section 6(e) below, with Grantor remaining liable for any deficiency remaining unpaid after such application.

(b) As to any Collateral constituting certificated securities or uncertificated securities, if, at any time when the Secured Party shall determine to exercise its right to sell the whole or any part of such Collateral hereunder, such Collateral or the part thereof to be sold shall not, for any reason whatsoever, be effectively registered under Securities Act of 1933, as amended (as so amended the "Act"), the Secured Party may, in its discretion (subject only to applicable requirements of law), sell such Collateral or part thereof by private sale in such manner and under such circumstances as the Secured Party may deem necessary or advisable, but subject to the other requirements of this Section 6(b), and shall not be required to effect such registration or cause the same to be effected. Without limiting the generality of the foregoing, in any such event the Secured Party may, in its discretion, (i) in accordance with applicable

securities laws, proceed to make such private sale notwithstanding that a registration statement for the purpose of registering such Collateral or part thereof could be or shall have been filed under the Act; (ii) approach and negotiate with a single possible purchaser to effect such sale; and (iii) restrict such sale to a purchaser who will represent and agree that such purchaser is purchasing for its own account, for investment, and not with a view to the distribution or sale of such Collateral or part thereof. In addition to a private sale as provided above in this Section 6(b), if any of such Collateral shall not be freely distributable to the public without registration under the Act at the time of any proposed sale hereunder, then the Secured Party shall not be required to effect such registration or cause the same to be effected but may, in its discretion (subject only to applicable requirements of law), require that any sale hereunder (including a sale at auction) be conducted subject to such restrictions as the Secured Party may, in its discretion, deem necessary or appropriate in order that such sale (notwithstanding any failure so to register) may be effected in compliance with the Bankruptcy Code and other laws affecting the enforcement of creditors' rights and the Act and all applicable state securities laws.

(c) Grantor agrees to pay all fees, costs and expenses of the Secured Party, including, without limitation, attorneys' fees, incurred in connection with the enforcement of any of its rights and remedies hereunder.

(d) Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

(e) The Proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be distributed by the Secured Party in the following order of priorities:

**FIRST**, to the Secured Party in an amount sufficient to pay in full the reasonable costs of the Secured Party in connection with such sale, disposition or other realization, including all fees, costs, expenses, liabilities and advances incurred or made by the Secured Party in connection therewith, including, without limitation, reasonable attorneys' fees;

**SECOND**, to the Secured Party in an amount equal to the then unpaid amount of the Secured Obligations; and

**FINALLY**, upon payment in full of the Secured Obligations, to Grantor or its representatives, in accordance with the UCC or as a court of competent jurisdiction may direct.

**7. POWER OF ATTORNEY.** Grantor hereby irrevocably constitutes and appoints the Secured Party and any officer, director, employee or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time in the Secured Party's sole discretion, for the purpose of carrying out the terms of this Security Agreement, and Grantor hereby further irrevocably authorizes the Secured Party and any officer, director, employee or agent thereof, subject to the terms of the Intercreditor Agreement, to take any and all appropriate action and to make, execute, deliver, file and/or record any and all documents and instruments (including, without limitation, any financing statements, amendments thereto or any control agreements) which may be necessary or desirable to accomplish the

purposes of this Security Agreement or any other related documents, agreements or instruments. Without limiting the generality of the foregoing, Grantor hereby further (a) irrevocably ratifies the foregoing appointment and authorization and all that the Secured Party or any officer, director, employee or agent thereof shall lawfully do or cause to be done by virtue of the foregoing, including, without limitation, with regard to the execution, delivery, filing and/or recording of any instruments or documents (including, without limitation, any, financing statements, amendments thereto or control agreements) and/or the taking of any action as the Secured Party deems reasonably necessary or appropriate to carry out the intent of this Security Agreement and/or any other related documents, agreements or instruments, (b) agrees that to the extent appropriate or permissible under applicable law, such appointment is coupled with an interest, shall be irrevocable and shall terminate only upon payment in full of all of the Secured Obligations, (c) agrees that the Secured Party shall have authority to endorse Grantor's name on any checks, notes, drafts or any other payments or instrument relating to the Collateral which came into the Secured Party's possession or control, (d) covenants and agrees that it shall not file or record any corrective or termination statements with respect to any financing statements, amendments thereto or assignments or control agreements filed or recorded by or for the benefit of the Secured Party with respect to any of the Collateral without the Secured Party's prior written consent, and (e) agrees that any signature, execution and delivery of any document or instrument may be satisfied, in the Secured Party's sole discretion, by authentication of such document or instrument as a record within the meaning of Article 9 of the Code. The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers (which such amounts received by the Secured Party shall be applied towards the Secured Obligations) and neither it nor any of its officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act.

**8. INDEMNITY.** Grantor agrees to defend, indemnify and hold harmless the Secured Party and its officers, directors, employees, and agents against (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Security Agreement and the Note and (b) all losses or expenses in any way suffered, incurred, or paid by the Secured Party as a result of or in any way arising out of, following or consequential to transactions between the Secured Party and Grantor, whether under the Security Agreement and the Note or otherwise (including without limitation, reasonable attorneys' fees and expenses), except for losses arising from or out of such the Secured Party's gross negligence or willful misconduct.

**9. REINSTATEMENT.** This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or

returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

## 10. MISCELLANEOUS.

**10.1 Waivers; Modifications.** None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Grantor and the Secured Party. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

**10.2 Termination of this Security Agreement.** Subject to Section 9 hereof, this Security Agreement shall terminate upon the payment and performance in full of the Secured Obligations.

**10.3 Successor and Assigns.** This Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor (provided however, that Grantor may not assign or delegate any portion of this Agreement or the Note without the prior written consent of the Secured Party; and any unconsented to assignment or delegation shall be null and void *ab initio*), and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party, any future holder of the Note and its respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the lien granted to the Secured Party hereunder.

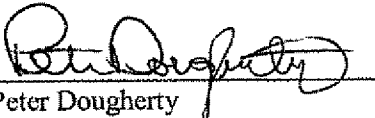
**10.4 Governing Law.** In all respects, including all matters of construction, validity and performance, this Security Agreement and the Secured Obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of California applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws, except to the extent that the UCC provides for the application of the law of Grantor's state of incorporation.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

**GRANTOR:**

**ONPATH TECHNOLOGIES INC.  
(F/K/A INTELLIPATH CORPORATION)**

By:   
Peter Dougherty  
President and Chief Executive Officer

Address: 2000 Lincoln Drive East  
Marlton, NJ 08053  
Attention: Peter Dougherty, President and Chief Executive Officer

**Jurisdiction of Organization of Grantor**

Delaware

**Taxpayer Identification Number of Grantor**

20-8451823

**SECURED PARTY:**

**BROCADE COMMUNICATIONS SYSTEMS, INC.**

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

Address: 1745 Technology Drive  
San Jose, California 95110  
Attn: Tyler Wall, Esq.  
Vice President and General Counsel



IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

**GRANTOR:**

**ONPATH TECHNOLOGIES INC.  
(F/K/A INTELLIPATH CORPORATION)**

By: \_\_\_\_\_  
Peter Dougherty  
President and Chief Executive Officer

Address: 2000 Lincoln Drive East  
Marlton, NJ 08053  
Attention: Peter Dougherty, President and Chief Executive Officer

**Jurisdiction of Organization of Grantor**

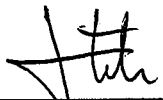
Delaware

**Taxpayer Identification Number of Grantor**

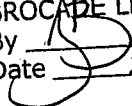
20-8451823

**SECURED PARTY:**

**BROCADE COMMUNICATIONS SYSTEMS, INC.**

  
By: Jean Furter  
Its: Treasurer

Address: 1745 Technology Drive  
San Jose, California 95110  
Attn: Tyler Wall, Esq.  
Vice President and General Counsel

BROCADE LEGAL  
By   
Date 2/9/09



**Schedule A**  
**Existing Permitted Liens**

None.

## **Schedule B**

### **Accounts**

1. Square 1 Bank  
406 Blackwell Street Suite 240  
Durham, North Carolina 27701  
Checking Account: 103581  
Money Market Account: 103585  
ZBA Payroll Account: 103593

## Schedule C

### Patents and Trademarks

#### Issued Patents

Description	Patent No.	Issued
Matrix Switch - Signal Switching System	4,878,215	10/31/1989
Switch Cabling - Cable System for Digital Information	4,764,939	8/16/1988
Matrix Switch - System and Method for Transmitting Information	4,734,696	3/29/1988
Cross-Midplane Switch Topology	6,816,486	11/9/2004

#### Pending Patent Applications

Description	Appl. No.	Filing Date
Network Switch With Onboard Diagnostics and Statistics Collection	12/167,068	July 2, 2008
Modular EMI Waveguide Suppression For Openings In Electrical Enclosures	11/942,825	November 20, 2007

#### Registered Trademarks

Mark	Registration No.	Registration Date
VARISWITCH	1,529,536	

#### Pending Trademark Applications

Mark	Application No.	Filing Date