

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
DATACOM SYSTEMS INC.		12/19/2012	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Blvd.
Internal Address:	Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	85676761	TRADEROUTE
Serial Number:	85654405	TRADEVIEW
Serial Number:	85676786	TRADECAPTURE
Serial Number:	85676779	TRADESTORE
Serial Number:	85676749	TRADETAP
Registration Number:	2958704	SINGLESTREAM
Registration Number:	3740902	FLOWCONTROL
Registration Number:	3790918	VERSASTREAM
Registration Number:	3750502	LINKPROTECT

**CORRESPONDENCE DATA**

Fax Number: 8585506420  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 858-550-6403

CH \$240.00 85676761

Email: erin.obrien@cooley.com  
Correspondent Name: Erin O'Brien  
Address Line 1: c/o Cooley LLP  
Address Line 2: 4401 Eastgate Mall  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	305983-1080
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	12/21/2012

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 19, 2012 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and DATACOM SYSTEMS INC., a New York corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of even date herewith (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) 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;

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

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

DATAKOM SYSTEMS INC.

By: K. Formby

Name: K. Formby

Title: President & CEO

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

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

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

Title: \_\_\_\_\_

Address for Notices:

9 Adler Drive

Syracuse, NY 13057

Attn: Kevin Formby, President & CEO

Fax: (315) 463-9557

Address for Notices:

Attn: Note Department

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Tel: (408) 556-6501

Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

DATACOM SYSTEMS INC.

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

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

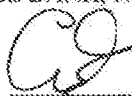
Title: \_\_\_\_\_

Address for Notices:

9 Adler Drive  
Syracuse, NY 13057  
Attn: Kevin Formby, President & CEO  
Fax: (315) 463-9557

**LENDER:**

BRIDGE BANK NATIONAL ASSOCIATION

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

Name: Christian Perkins

Title: Vice President

Address for Notices:

Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Registration Date:</u>
Computer File	AUTOCON automatic scheduling controller		TX0003683864	11/29/93
Computer File	Datacom LANswitch. Lan segment switch : models M809/M815.		TX0003580564	06/07/93
Computer File	Datacom LANswitch revision. LANswitch M800 series.		TX0004010149	06/07/93

## EXHIBIT B

## TRADEMARKS

Please Check if No Trademarks Exist 

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>Application Date</u>	<u>U.S. Registration Number:</u>	<u>Registration Date</u>
TRADEROUTE	85/676,761	07/13/12		
TRADEVIEW	85/654,405	06/18/12		
TRADECAPTURE	85/676,786	07/13/12		
TRADESTORE	85/676,779	07/13/12		
TRADETAP	85/676,749	07/13/12		
SINGLESTREAM	78/361,935	02/03/04	2,958,704	05/31/05
FLOWCONTROL	77/577,970	09/24/08	3,740,902	01/19/10
VERSASTREAM	77/577,964	09/24/08	3,790,918	05/18/10
LINKPROTECT	77/577,959	09/24/08	3,750,502	02/16/10

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Number:</u>	<u>Issue Date</u>	<u>Application Date</u>
Device for interconnecting network segment cable to network tester or analyzer		10/078,767		02/19/02