

10-19-2001

FORM PTO-
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101880217

To the Honorable Commissioner of Patents and Trademarks: **Please record the attached** original documents or copy thereof.

MATRIX.NET, INC. 10-9-01

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other LLC

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

9/25/01

2. **Name and address** of receiving party(ies):
Name: Silicon Valley Bank
Internal Address: Loan Documentation HA155
Street Address: 3003 Tasman Drive
City: Santa Clara State: Ca ZIP: 95054

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **DE**
 Other _____

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)			B. Trademark Registration No.(s)
76/069,983	76/057,062	76/033,609	2,244,176
76/186,386	76/186,237		2,435,672
76/186,233	76/184,348		2,388,456
76/057,064	76/186,236		2,446,790
76/047,063	76/033,608		2,474,812

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Silicon Valley Bank
Internal Address: Loan Documentation HA155

6. Total number of applications and registrations involved: **16**

7. Total fee (37 CFR 3.41):\$ **415.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

Street Address: 3003 Tasman Dr.
City: Santa Clara State: Ca ZIP: 95054

DO NOT USE THIS SPACE

10/18/2001 BYRNE 00000092 76069983

01 FC:481 40.00 OP
02 FC:482 375.00 OP

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Shannon Hubbard
Name of Person Signing

Shannon Hubbard
Signature

10/2/01
Date

Total number of pages comprising cover sheet: 4

OMB No 0651 -0011 (exp 4/94)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated September 25, 2001 is between SILICON VALLEY BANK ("Bank") and MATRIX.NET, INC. ("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 by and between Bank and Grantor dated September __, 2001 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, 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.

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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. To the extent that Intellectual Property Collateral is any license or contract right of Grantor, the security interest herein granted extends only to Borrower's interest therein, and does not extend to such licenses or contract rights to the extent that the granting of a security interest therein would be prohibited by applicable law, or (ii) that such rights are nonassignable by their terms (but only to the extent the prohibition is enforceable under applicable law, including, without limitation, Section 9.318(d) of the Code) without the consent of the licensor or other party (but only to the extent such consent has not been obtained). Except as disclosed on the Schedule to the Loan and Security Agreement, Grantor is not a party to, nor is bound by, any material license or other material agreement that prohibits or otherwise restricts Grantor from granting a security interest in Grantor's interest in such license or agreement or any other property. Without prior notice to Bank, Grantor shall not enter into, or become bound by, any such license or agreement which is reasonably likely to have a material impact on Grantor's business or financial condition. Grantor shall take such steps as Bank requests (to the extent that such steps are commercially reasonable) to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for such licenses or contract rights to be deemed "Collateral" and for Bank to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such license or agreement, whether now existing or entered into in the future.

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. 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.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BANK:

SILICON VALLEY BANK



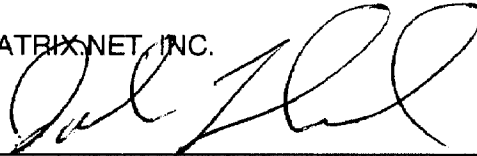
(Signature)

V.P.

(Title)

GRANTOR:

MATRIX NET, INC.



(Signature)

CFO

(Title)

EXHIBIT B**Non-Provisional Patent Applications**

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>	<u>Attorney Ref. No.</u>
TCP Transaction Measurement Framework	Application# - 09/834,324	Application Date: 13 April 2001	DB&R 9674-22US
Internet Performance System	Application# - 09/834,333	Application Date: 13 April 2001	DB&R 9674-20US
System for quickly collecting Operational Data for Internet Destinations	Application# - 09/834,662	Application Date: 13 April 2001	DB&R 9674-21US
Tracerouting a List of Internet Hosts	Application# - 09/834,315	Application Date: 13 April 2001	DB&R 9674-23US
Performance Measurement System for Large Computer Network	Not yet assigned	Application Date: 14 August 2001	DB&R 9674-20CI1
MWEB to MPING	Pending	Pending	DB&R 9674-10PX1
Low Latency Internet Routing Using Real Time Network Status Information	Pending	Pending	DB&R 9674-18PX1