

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

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3-26-03

To the Honorable Commissioner of Patents and Tr.

102404985

Final documents or copy thereof.

1. Name of conveying party(ies):

RAPPORT TECHNOLOGIES, INC.
2833 Trinity Square, Suite 105
Carrollton, Texas 75006

- Individuals(s)
- General Partnership
- Corporation-State Texas
- Other
- Association
- Limited Partnership

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

Name and address of receiving party(ies)

Name: **SILICON VALLEY BANK**

Internal Address:

Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **CA** ZIP: **95054-1191**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other a California banking corporation

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **March 21, 2003**

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

A. Trademark Application No.(s)

RAPPORT (App. # 76/424,287)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Mrs. Kim Walker
Name: **Buchalter, Nemer, Fields & Younger**

Internal Address: _____

Street Address: **601 South Figueroa Street, 24th Floor**

City: **Los Angeles** State: **California** ZIP: **90017**

03/28/2003 TBI/AZ1 00000098 200052 76424287

01 FC:8521 40.00 CH

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

MRS. KIM WALKER

Name of Person Signing

Kim Walker

Signature

March 24, 2003
Date

Christine E Wilson

Total number of pages including cover sheet, attachments, and document: 7

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 11, 2003 by and between SILICON VALLEY BANK ("Bank") and RAPPORT TECHNOLOGIES INC., a Texas corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Wyse Technology Inc. ("Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower, dated as of even date herewith (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 Borrower, but only upon the condition, among others, that Grantor guaranty Borrower's obligations under the Loan Agreement pursuant to the terms of that certain Unconditional Guaranty, dated as of even date herewith (the "Guaranty") and that the Guaranty be secured by a pledge of all of Grantor's personal property (the "Collateral"), including but not limited to Grantor's Copyrights, Trademarks, Patents, and Mask Works, pursuant to the terms of that certain fully executed Security Agreement, dated as of the date hereof, between Bank and Grantor (the "Security Agreement").

B. Pursuant to the terms of the Security 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.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the performance of Grantor's obligations under the Guaranty and the Security Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Guaranty, 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Guaranty and the Security Agreement, 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 Guaranty or Security

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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or the Guaranty, 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.

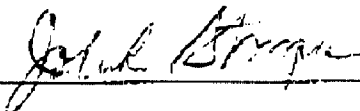
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

RAPPORT TECHNOLOGIES, INC.

2833 Trinity Square, Suite 105
Carrollton, Texas 75006

By: 

Title: CHAIRMAN

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: 

Title: Senior Relationship Manager

Attn: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number _____

Registration/
Application
Date _____

N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Default Client Configuration System and Method for Thin Clients	60/365,688	3/18/02
Dynamic Hierarchies System and Method for Thin Clients	60/365,555	3/18/02

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
RAPPORT (US)	76/424,287	6/24/02
RAPPORT (Australia)	938762	12/23/02
RAPPORT (France)	02 3201284	12/24/02
RAPPORT (Germany)	30262448.1	12/20/02
RAPPORT (UK)	2319207	12/20/02

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A