

(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
Tab settings → → → ▼

5-14-03

TR/



102474986

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

1. Name of conveying party(ies):
Wherenet Corp.
2858 De La Cruz Blvd.
Santa Clara, CA 95050

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State **California**
 Other _____

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

2. Name and address of receiving party(ies)
Name: **SILICON VALLEY BANK**

Internal Address:
Street Address: **3003 Tasman Drive**
City: **Santa Clara** State: **California** ZIP: **95054-1191**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **California**
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **April 28, 2003**

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
Wherenet (Reg. No. 2,488,604)
Wherenet (Reg. No. 2,493,253)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Ms. Sharon R. Hayes
Name: **Buchalter, Nemer, Fields & Younger**

Internal Address:

Street Address: **601 South Figueroa Street, 24th Floor**
City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165⁰⁰
 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)

06/16/2003 ECDOPER 00000275 200052 2488604
01 FC18521 40.00 DA
02 FC18522 125.00 DA

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.

Christine E Wilson
Ms. Sharon R. Hayes _____ **May 16, 2003**
Name of Person Signing Signature Date

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

WhereNet Trademark

Page: 1

<u>Country:</u>	<u>European Union</u>	<u>Classes</u>	<u>Status</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
<u>Mark</u>							
WHERENET		9, 16, 42	Pending Application	2861888	09/25/2002		
<u>Country:</u>	<u>United States</u>						
<u>Mark</u>							
AWARE		41	Registered	76/244432	04/19/2001	2522494	12/25/2001
IT'S WHERE IT'S AT		40	Published	76/057269	05/22/2000		
IT'S WHERE IT'S AT (CHILD APPLICATION)		9	Registered	75/981824	05/22/2000	2589351	07/02/2002
WHERENET		40	Registered	75/728604	06/15/1999	2488604	09/11/2001
WHERENET		9	Registered	75/728605	06/15/1999	2493253	09/25/2001

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 27, 2003 by and between SILICON VALLEY BANK ("Bank") and PROACTIVENET, INC., a California 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 by and between Bank and Grantor, 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 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.

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, Grantor hereby represents, warrants, covenants and agrees as follows:

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.

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.

GRANTOR:

Address of Grantor:

2041 Mission College Boulevard
Suite 260
Santa Clara, California 95054

PROACTIVENET, INC.

By: 

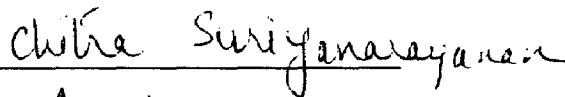
Title: President/CEO

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

SILICON VALLEY BANK

By: 

Title: Acct Mgr

Attn: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number _____

Registration/
Application
Date _____

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
"Method and Apparatus for Monitoring a Network Environment"	6,327,677	04/27/98
"Method and Apparatus for Intelligent Storage And Reduction of Network Information"	6,453,346	07/17/98

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PROACTIVENET – computer software for computer systems and computer network management, namely, software for computer network monitoring and computer system diagnostics and user manuals provided together therewith as a unit.	2,466,446	07/03/01
PROACTIVENET - remote and on-site monitoring of computer systems; computer consultation, excluding computer consultation in the field of human resources management computer software; computer diagnostic services.	2,437,604	03/20/01

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date