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09-29-2003

FORM PTO-1594
(Rev. 5-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Honorable Commissioner of i

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al documents or copy thereof.

1. Name of conveying party(ies):
EUCLID NETWORK SOLUTIONS, INC.

Individual(s) citizenship:
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: ALLIANCE ENTERPRISE CORPORATION
Address: 2435 NORTH CENTRAL EXPRESSWAY, SUITE 200
City: RICHARDSON State: TX Zip: 75080

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation - State: UNKNOWN
Other:

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: September 24, 2003

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)

76/333,889

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
4365 Executive Drive, Suite 1100
San Diego, California 92121-2133

6 Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(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.

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

September 26, 2003
Date

Total number of pages comprising cover sheet: [10]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

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TRADEMARK
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*"), dated as of September 24, 2003, by and among Euclid Network Solutions, Inc., a California corporation (the "*Grantor*") and Alliance Enterprise Corporation (the "*Secured Party*").

WITNESSETH:

WHEREAS, the Secured Party has agreed to accept a Senior Secured Promissory Note from Euclid Network Solutions, Inc., dated as of the date hereof (the "*Note*");

WHEREAS, in order to induce Secured Party to accept the Note and to make the loan referred to therein, Grantor has agreed to secure the obligations to Secured Party under the Note, pursuant to a Security Agreement, dated as of the date hereof, by and among the parties hereto (the "*Security Agreement*"), pursuant to which the Grantor has granted the Secured Party a security interest in the Collateral;

WHEREAS, as a condition to extending the credit evidenced by the Note, and pursuant to the Security Agreement, the Grantor has agreed to execute and deliver to the Secured Party this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. GRANT OF SECURITY INTEREST. To secure the prompt and complete observance and performance of each covenant, condition or obligation of whatsoever nature to be performed or observed by Grantor under this Agreement, the Security Agreement or the Note, the Grantor hereby irrevocably pledges and assigns to, and grants the Secured Party a continuing security interest, with power of sale to the extent permitted by law, in all of the Grantor's right, title and interest in, to and under the Grantor's Copyrights, Patents, Trademarks or Additional Intellectual Property (each as defined on Schedule A hereto and collectively, the "*IP Collateral*"), whether presently existing or hereafter created or acquired.
3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor and the Secured Party hereby acknowledge and affirm that the rights, remedies and restrictions of the Secured Party and the Grantor with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall govern and control.

4. **REPRESENTATIONS AND WARRANTIES.** The Grantor represents, warrants and covenants as follows:

(a) **Trademarks.** Schedule B accurately lists all registered Trademarks and Trademark applications owned or controlled by the Grantor as of the date hereof and accurately reflects the existence and status of registrations pertaining to such registered Trademarks as of the date hereof. The Grantor further represents and warrants that:

(i) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(ii) The Trademarks are valid and enforceable;

(iii) No claim have been made that the use of any of the Trademark Collateral does or may violate the rights of any third person;

(iv) The Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and

(v) The Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality of goods and services marked by the Trademarks.

(b) **Patents.** Schedule C accurately lists all Patents and Patent applications owned or controlled by the Grantor as of the date hereof and accurately reflects the existence and status of registrations pertaining to such Patents and Patent applications as of the date hereof.

(c) **Copyrights.** Schedule D accurately lists all registered Copyrights and Copyright applications owned or controlled by the Grantor as of the date hereof and accurately reflects the existence and status of registrations pertaining to such Copyrights as of the date hereof.

(d) **Title.** After termination of the security interest granted by the Grantor to Bay Partners and its affiliates on the date hereof, the Grantor has absolute title to the IP Collateral listed on Schedules B, C and D, free and clear of all security interests, liens and encumbrances or other rights and claims of third parties, other than Permitted Liens and except as granted herein. The Grantor (i) will have, at the time the Grantor acquires any rights in Trademarks, Patents, or Copyrights hereafter arising, absolute title to each such Trademarks, Patents, or Copyrights, as the case may be, free and clear of all security interests, liens and encumbrances or other rights and claims of third parties, other than Permitted Liens and except as granted herein or pursuant to the terms of the Security Agreement, and (ii) will keep all Trademarks, Patents, or Copyrights free and clear of all security interests, liens and encumbrances or other rights and claims of third parties, other than Permitted Liens and except as granted herein or pursuant to the terms of the Security Agreement.

(e) Defense of Title and Maintenance. The Grantor will at Grantor's own expense, and using Grantor's commercially reasonable efforts, protect and defend the IP Collateral owned or controlled by the Grantor against all claims or demands of all persons other than the Secured Party and maintain the IP Collateral owned or controlled by the Grantor where it is reasonable and good business practice to do so, including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Grantor covenants that the Grantor will not abandon nor fail to pay any maintenance fee or annuity due and payable on any IP Collateral owned or controlled by the Grantor, nor fail to file any required affidavit in support thereof, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate and provides sufficient written notice to Secured Party of such determination, or without first providing the Secured Party with (i) sufficient written notice to allow the Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said IP Collateral, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable. The Grantor shall notify the Secured Party promptly if it knows that any application or registration relating to any IP Collateral owned or controlled by the Grantor (now or hereafter existing) may become abandoned, or of any material adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding the Grantor's ownership of any registered IP Collateral, its right to register the same, or to keep and maintain the same. In the event that any IP Collateral owned or controlled by the Grantor is materially infringed upon, or misappropriated or diluted by a third party, the Grantor shall notify the Secured Party promptly after the Grantor learns thereof. The Grantor shall, if Grantor determines that it is reasonable and good business practice to do so, proceed against the infringer and, if necessary, sue for infringement, misappropriation or dilution, recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as may be deemed reasonably appropriate under the circumstances to protect such IP Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR

EUCLID NETWORK SOLUTIONS, INC.

By: *MSM Sateeshw Andra*

Name: Sateeshw Andra

Title: PRESIDENT

Address: 2665 N. First Street, Suite 300,
San Jose, CA 95134

SECURED PARTY

ALLIANCE ENTERPRISE CORPORATION

By: _____

Name: _____

Title: _____

Address: 2435 North Central Expressway
Suite 200
Richardson, Texas 75080

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR

EUCLID NETWORK SOLUTIONS, INC.

By: _____

Name: _____

Title: _____

Address: 2665 N. First Street, Suite 300,
San Jose, CA 95134

SECURED PARTY

ALLIANCE ENTERPRISE CORPORATION

By: 

Name: RICK MORENO

Title: CFO

Address: 2435 North Central Expressway
Suite 200
Richardson, Texas 75080

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SCHEDULE A

The IP Collateral shall consist of all right, title and interest of Grantor in and to the following:

1. All of the following now owned or hereafter acquired by the Grantor: (a) all copyrights and general intangible of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, (b) all reissues, extensions or renewals thereof and (c) rights under any written agreement granting any right to use any of the foregoing ("**Copyrights**");
2. All of the following in which the Grantor now holds or hereafter acquires an 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 registrations, recordings and application in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country, (b) all reissues, continuations, continuations-in-part or extension thereof, and (c) rights under any written agreement granting any right with respect to any invention on which any of the foregoing is in existence ("**Patents**");
3. All of the following now owned or hereafter acquired by the Grantor: (a) all trademarks, trade names, corporate 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 (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including 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 or territory thereof, or any other country or any political subdivision thereof, including the trademark described on Appendix I hereto, (b) all reissues, extensions or renewals thereof, (c) all goodwill associated with or symbolized by any of the foregoing and (c) rights under any written agreement granting any right to use any of the foregoing ("**Trademarks**");
4. All trade secret rights, including all rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information, now owned or hereafter acquired; all claims for damages by way of any past, present and future infringement of any of the foregoing ("**Additional Intellectual Property**"); and
5. Any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof.

SCHEDULE B

Trademarks

TRADEMARKS AND
TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Reg./App.</u> <u>Number</u>	<u>Reg./App.</u> <u>Date</u>
Euclid	76/333889	11/05/2001

SCHEDULE C

Patents

PATENTS AND PATENT APPLICATIONS

<u>Patent/App.</u>	<u>Patent/App.</u> <u>Number</u>	<u>Issue/App.</u> <u>Date</u>
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None

SCHEDULE D

Copyrights

<u>COPYRIGHT APPLICATIONS</u>			
	<u>Work</u>	<u>Registration Number</u>	<u>Registration Date</u>
None			

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