

10/6/03

10-08-2003

FORM PTO-1594

REC



U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

Patent and Trademark Office

OMB No. 0651-0027 (exp. 05/31/2002)

102570052

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

## 1. Name of conveying party(ies):

Tracer Net Corporation

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

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

## 3. Nature of conveyance:

- ☐ Assignment                      ☐ Merger  
☒ Security Agreement              ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: June 30, 2003

## 2. Name and address of receiving party(ies):

Name: Silicon Valley Bank

Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

ZIP: 95054

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State-Delaware  
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

78/139,296

78/139,304

78/139,310

78/139,331

78/142,906

B. Trademark No.(s)

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

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

## 6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$140

☒ 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.

10/07/2003 DBYRNE 00000199 78139296

01 FC:8521 40.00 OP  
02 FC:8521 100.00 OP

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231TRADEMARK  
REEL: 002839 FRAME: 0375

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 30, 2003 by and between SILICON VALLEY BANK ("Bank") and TRACER NET CORPORATION, a Virginia 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 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 and Patents 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 and Trademarks listed on Schedules A, B and C 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

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SVB\_TracerNet (IP Security Agreement)

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.

***[SIGNATURES APPEAR ON THE FOLLOWING PAGE]***


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:

TRACER NET CORPORATION

14301-G Sullyfield Circle  
Chantilly, Virginia 20151

By:   
Name: Robert Hutton  
Title: Vice President, Finance

**BANK:**

Address of Bank:

SILICON VALLEY BANK

11600 Sunrise Valley Drive, Suite 400  
Reston, Virginia 20191

By: \_\_\_\_\_  
Name:  
Title:

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:

TRACER NET CORPORATION

14301-G Sullyfield Circle  
Chantilly, Virginia 20151

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

Name:

Title:

**BANK:**

Address of Bank:

SILICON VALLEY BANK

11600 Sunrise Valley Drive, Suite 400  
Reston, Virginia 20191

By: Chris York

Name: Chris York

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None registered, and no applications for  
registration with the U.S. Copyright Office

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EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

1) Method and Apparatus for Providing  
Automatic Status Information of a  
Delivery Operation

U.S. 6,496,775 B2

12/17/02

~~2) Method and Apparatus for Providing~~  
~~Automatic Status Information of a~~  
~~Vehicle Operation Cycle~~

~~10/320,346~~

~~12/16/02~~

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

See Attached Listing of Trademark Applications

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<b>Trademark</b>	<b>Number</b>	<b>Application Date</b>
TRACERFLEET	78/139,296	6/27/2002
TRACERWEB	78/139,304	6/27/2002
TRACERNET MOBILE DATA UNIT	78/139,310	6/27/2002
TRACERNET MDU 200	78/139,315	6/27/2002
TRACERNET	78/139,326	6/27/2002
TRACERKIDS	78/139,331	6/27/2002
ROAD SCHOLAR	78/142,906	7/11/2002