

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NetBotz, Inc.		04/29/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Comerica Bank
Street Address:	9920 S. La Cienega Boulevard, 14th Floor
City:	Inglewood
State/Country:	CALIFORNIA
Postal Code:	90301
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Serial Number:	76401676	'BOTZ
Serial Number:	76401530	BOTZWARE
Serial Number:	76310853	NETBOTZ
Serial Number:	76461571	NETBOTZ
Serial Number:	76188597	RACKBOTZ
Serial Number:	76188596	WALLBOTZ

CORRESPONDENCE DATA	
Fax Number:	(214)999-9164
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2149691664
Email:	trina.brainard@tklaw.com
Correspondent Name:	Debra J. Villarreal
Address Line 1:	1700 Pacific Avenue, Suite 3300
Address Line 4:	Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	017104.000192
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CH \$165.00 76401676

NAME OF SUBMITTER:

Debra J. Villarreal

Total Attachments: 5

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SECOND AMENDED AND RESTATED

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amended and Restated Intellectual Property Security Agreement is entered into as of April 29, 2004 by and between COMERICA BANK, successor by merger with Comerica Bank-California, successor by merger with Imperial Bank ("Bank") and NetBotz, Inc., a California corporation ("Grantor").

RECITALS

A. Reference is hereby made to that certain Amended and Restated Intellectual Property Security Agreement dated as of January 10, 2003, which amended and restated that certain Intellectual Property Security Agreement dated as of August 24, 2001 (the "Original Agreement").

B. 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 Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated 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).

C. 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.

D. 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.

E. In connection with the execution and delivery of the Loan Agreement, Bank and Grantor desire to amend and restate in its entirety the terms of the Original Agreement.

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused 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:

11044 Research Boulevard, Suite 100
Austin, Texas 78759
Attn: CFO

NETBOTZ, INC.

By: 

Title: CFO

BANK:

Address of Bank:

Comerica Bank
Commercial Loan Services Department
9920 S. La Cienega Blvd., 14th Floor
Inglewood, CA 90301

COMERICA BANK

By: 

Title: Vice President

Attn: Loan Documentation

EXHIBIT A

Copyrights

NONE

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TRADEMARK
REEL: 002872 FRAME: 0310

EXHIBIT B

PATENTS:

Title	Country	Application No.	Filing Date	Status
METHOD AND SYSTEM FOR A SET OF NETWORK APPLIANCES WHICH CAN BE CONNECTED TO PROVIDE ENHANCED COLLABORATION, SCALABILITY AND RELIABILITY	US	10/057,563	1/25/2002	Published
METHOD AND SYSTEM FOR A SET OF NETWORK APPLIANCES WHICH CAN BE CONNECTED TO PROVIDE ENHANCED COLLABORATION, SCALABILITY AND RELIABILITY	WO	US02/02326	1/25/2002	Pending
METHOD AND SYSTEM FOR MONITORING COMPUTER NETWORKS AND EQUIPMENT	AU	12395/01	10/26/2000	Pending
METHOD AND SYSTEM FOR MONITORING COMPUTER NETWORKS AND EQUIPMENT	CA	x,xxx,xxx	10/26/2000	Pending
METHOD AND SYSTEM FOR MONITORING COMPUTER NETWORKS AND EQUIPMENT	EP	00 123523.3	10/27/2000	Published
METHOD AND SYSTEM FOR MONITORING COMPUTER NETWORKS AND EQUIPMENT	US	09/429,504	10/27/1999	Pending
METHOD AND SYSTEM FOR MONITORING COMPUTER NETWORKS AND EQUIPMENT	WO	US00/29689	10/26/2000	Pending
SENSOR PLAYBACK METHOD AND SYSTEM	US	10/107,917	3/27/2002	Pending
SENSOR PLAYBACK METHOD AND SYSTEM	WO	US02/09178	3/27/2002	Pending
METHODS FOR DISPLAYING PHYSICAL NETWORK TOPOLOGY AND ENVIRONMENTAL STATUS BY LOCATION, ORGANIZATION, OR RESPONSIBLE PARTY	US	10/107,962	3/27/2002	Pending
METHODS FOR DISPLAYING PHYSICAL NETWORK TOPOLOGY AND ENVIRONMENTAL STATUS BY LOCATION, ORGANIZATION, OR RESPONSIBLE PARTY	WO	US02/09179	3/27/2002	Pending
METHOD AND APPARATUS FOR COLLECTING AND DISPLAYING NETWORK DEVICE INFORMATION	US	60/377,708	5/3/2002	Pending
USB CONNECTED DEVICE	US	10/107,0035	4/14/2003	Provisional
METHOD AND SYSTEM FOR JOURNALING AND ACCESSING SENSOR AND CONFIGURATION DATA	US	10/107,0036	4/14/2003	Provisional
METHOD AND APPARATUS FOR CONNECTING PERIPHERAL DEVICES TO A BASE SYSTEM	US	10/107,0037	4/14/2003	Provisional
EXTENSIBLE SENSOR MONITORING, ALERT PROCESSING, AND NOTIFICATION SYSTEM AND METHOD	US	10/107,0038	4/14/2003	Provisional

EXHIBIT C

TRADEMARKS:

Trademark	Application No.	Status	Filing Date	Country
BOTZ	76/401,676	Pending	4/26/2002	US
BOTZWARE	76/401,530	Registered	4/29/2002	US
NETBOTZ	905886	Registered	3/8/2002	Australia
NETBOTZ	1133467	Pending	3/8/2002	Canada
NETBOTZ	2607778	Pending	3/8/2002	EC
NETBOTZ	2002-18221	Registered	3/8/2002	Japan
NETBOTZ	76/310,853	Registered	9/10/2001	US
NETBOTZ & Design	76/461,571	Pending	10/24/2002	US
RACKBOTZ	76/188,597	Registered	1/2/2001	US
WALLBOTZ	76/188,596	Published - January 14, 2003	1/2/2001	US