

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	SECURITY INTEREST																														
CONVEYING PARTY DATA																															
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CORRESPONDENCE DATA																															
Fax Number:	(858)550-6420																														
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																															
Phone:	858-550-6403																														
Email:	erin.obrien@cooley.com																														

CH \$240.00 76105651

900043306

TRADEMARK
REEL: 003257 FRAME: 0375

Correspondent Name: Erin O'Brien
Address Line 1: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-MANTAS / SOTAS
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NAME OF SUBMITTER:	Erin O'Brien
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Signature:	/Erin O'Brien/
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Date:	03/02/2006
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Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 6, 2003 by and between COMERICA BANK ("Bank") and SOTAS, INC., a Delaware corporation ("Grantor").

RECITAL

A. Bank has entered into an Amended and Restated Loan and Security Agreement dated as of December 15, 2002, as amended from time to time (the "Loan Agreement") with MANTAS, INC. ("Borrower"), which is the parent company of Grantor. Bank proposes to enter into a Waiver to Amended and Restated Loan and Security Agreement (the "Waiver") with Borrower dated as of October 6, 2003. Grantor expects to derive economic benefit from Bank's entering into the Waiver and continuing to deal with Borrower in accordance with the Loan Agreement, and has entered into an Unconditional Guaranty of even date herewith with respect to the present and future obligations of Borrower to Bank (as amended from time to time, the "Guaranty"). In order to secure performance and payment of all obligations to Bank under the Guaranty and otherwise, Grantor has entered into a Third Party Security Agreement (the "Security Agreement") dated as of October 6, 2003 with Bank. Capitalized terms used herein are used as defined in the Loan Agreement; provided that, in the definition of Trademarks the word "Borrower" shall be deemed to be "Grantor" for purposes of the Agreement.

B. Bank is willing to enter into the Waiver and continue to make loans to Borrower under the Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all Intellectual Property Collateral, including, without limitation, Copyrights, Trademarks and Patents, to secure the obligations of Grantor under the Guaranty and the Security Loan Agreement.

C. 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 prompt and complete payment when due of its obligations under the Guaranty, the Security 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 Guaranty, the Security 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 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, the Security Agreement, 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 Guaranty, the Security Agreement, 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 Guaranty, the 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.

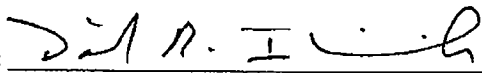
GRANTOR:

Address of Grantor:

910-B Clopper Rd
Gaithersburg, MD 20878

Attn: D. ILISEVICH

SOTAS, INC.

By: 

Title: Secretary

BANK:

Address of Bank:

333 W. Santa Clara Street
San Jose, CA 95113

Attn: Corporate Banking Center

COMERICA BANK

By: 

Title: AVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
ConnectWave Data Mediation		
Correlation Engine		
Production Reports		
Profiler		

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Method and apparatus for the monitoring and demarcation of synchronous digital hierarchy networks (communications network device)	5,623,537	04/22/97
Method and apparatus for the monitoring and demarcation of synchronous optical networks	5,355,238	10/11/94
Dejitterizer method and apparatus	4,718,074	01/05/98

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
TRBuilder	76/279,103	07/02/01
Trafficwave	76/258,724	05/17/01
Netsumwave	76/258,714	05/17/01
Detailwave	76/258,711	05/17/01
Redundantwave	76/258,710	05/17/01
Fraudslayer	76/258,239	05/17/01
SOTAS (and design)	76/106,359	08/08/00
SOTAS (and design)	76/105,651	08/08/00
SOTAS (and design)	76/105,549	08/08/00
SOTAS (and design)	76/105,232	08/08/00
SOTAS State of the Art Systems	76/088,824	07/13/00
SOTAS	76/088,823	07/13/00
SOTAS	76/088,063	07/13/00
Assurewave	76/067,064	06/08/00
Auditwave	76/067,063	06/08/00
Repairwave	76/067,062	06/08/00
Valuwave	76/065,910	06/08/00
Monitorwave	75/933,685	03/01/00
Securewave	2,518,597	12/11/01
Assistwave	75/933,682	03/01/00
Sevenwave	75/933,681	03/01/00
Connectwave	75/933,443	03/01/00
Webwave	75/932,472	03/01/00
Safetywave	75/932,471	03/01/00
Callwave	75/903,148	01/26/00
OSU (and design)	2,295,118	11/30/99
Service Selector (stylized letters)	2,085,110	07/29/07
Circuitselector II (stylized letters)	2,108,457	10/28/97
Ring'nzap	1,979,793	06/11/96
OSU	1,951,205	01/23/96

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
(Design only)	1,972,595	05/07/96
Stars	1,968,044	04/16/96
Circuitsentry	1,828,091	03/29/94

Washington/135753.1