

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
8e6 Technologies		04/25/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	75 E. Trimble Road, MC4770
Internal Address:	Attn: 8e6 Technologies Acct Officer
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	banking corporation: MICHIGAN

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2976017	TURBOPIPE
Registration Number:	2664163	8E6 TECHNOLOGIES
Registration Number:	2629135	8E6
Registration Number:	2723035	X-SERVER
Registration Number:	2447919	X-STOP
Registration Number:	2453168	MUDCRAWLER
Registration Number:	2927098	R2000

CORRESPONDENCE DATA

Fax Number: (213)443-2926
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (213)617-5493
 Email: jcravitz@sheppardmullin.com
 Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP
 Address Line 1: 333 S. Hope St., 48th Floor

CH \$190.00 2976017

Address Line 2: Attn: J. Cravitz
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	032A-124122
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	05/03/2006

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 25, 2006 by and between COMERICA BANK ("Bank") and 8E6 TECHNOLOGIES, a California corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 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 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 Grantor and Bank, 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

Address of Grantor:

828 West Taft Avenue
Orange, CA 92865

Attn: Chief Executive Officer

GRANTOR:

8E6 TECHNOLOGIES

By: 

Title: CEO

Address of Bank:

75 East Trimble Road, M/C 4770
San Jose, CA 95131

Attn: Manager

BANK:

COMERICA BANK

By: 

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
System to control content and prohibit certain interactive attempts by a person using a personal computer	5,835,722	11/10/1998
System to control and prohibit certain interactive attempts by a person using a personal computer	6,065,056	05/16/2000

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TURBOPIPE	2,976,017	07/26/2005
8E6 TECHNOLOGIES	2,664,163	12/17/2002
8E6	2,629,135	10/01/2002
X-SERVER	2,723,035	06/10/2003
X-STOP	2,447,919	05/01/2001
MUDCRAWLER	2,453,168	05/22/2001
R2000	2,927,098	02/22/2005