To the Honorable Commissioner of Patents and Trademarks:

1. Name of conveying party(ies):
   NOMADIX, INC.

2. Name and address of receiving party(ies):
   Name: COMERICA BANK-CALIFORNIA
   Address: 611 ANTON BOULEVARD, SUITE 100
   City: COSTA MESA State: CA Zip: 92626

   Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of Conveyance:
   [ ] Assignment
   [ ] Merger
   [X] Security Agreement
   [ ] Change of Name
   [ ] Other:
   Execution Date: November 20, 2000

4. Application number(s) or patent number(s):
   If this Document is being filed together with a new application, the execution date of the application is:
   
   A. Patent Application No(s):
      08/712,502  08/839,977
      09/458,569  09/458,602
      09/541,877  60/202,229
      60/202,228  60/202,285
      60/202,326

   B. Patent No(s): 5,936,542  6,130,892

   Additional numbers attached? [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning this document should be mailed:
   Name: Erin O'Brien
   Internal Address: GRAY CARY WARE & FREIDENRICH
   400 Hamilton Avenue
   Palo Alto, CA 94301

6. Total number of applications and patents involved: 11

7. Total fee (37 CFR 3.41) . . . . . . $ 440.00
   [x] Enclosed

8. Deposit account number:
   Please debit any underpayment or credit any overpayment to the above deposit account.

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   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
   Signature
   Total number of pages comprising cover sheet: 9
   Date

   OMB No. 0651-0011 (exp. 4/94)

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

U.S. Patent and Trademark Office
Office of Public Records
Crystal Gateway 4, Room 335
Washington, DC 20231

PA10097105.1  102365-5

REEL: 011306 FRAME: 0155

PATENT
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 6, 2000 by and between COMERICA BANK – CALIFORNIA ("Bank") and NOMADIX, INC., 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 as of September 15, 1999 (as the same has been and may be amended, modified or supplemented from time to time, including but not limited to pursuant to the Amendment to Loan and Security Agreement of even date herewith, the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement).

B. 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.

C. 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 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.

Address of Grantor:
31355 Agoura Road
Westlake Village, CA 91361
Attn: Eric Larson

GRANTOR:
NOMADIX, INC.
By: [Signature]
Title: CFO

Address of Bank:
611 Anton Boulevard, Suite 100
Costa Mesa, CA 92626-1904
Attn: Bonnie Kehe

BANK:
COMERICA BANK - CALIFORNIA
By: [Signature]
Title: [Job Title]

PA10083138.1
10235-5

PATENT
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PA10083138.3
102365-5
Authentication, and Accounting

System and Method for Network Access Without Reconfiguration

Pending 10/23/00
### EXHIBIT C

Trademarks

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