

04-01-2002

FORM PTO-1595

(Rev. 03/01)

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

RE



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## PATENTS ONLY

EET

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

CALEB TECHNOLOGIES CORP

3-13-02

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

3. Nature of conveyance:

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

Execution Date: 1/30/02

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

Name: Silicon Valley Bank

Internal Address: Loan Documentation 155

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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)

09/364,156

09/832,523

09/867,251

B. Patent No.(s)

6,314,361

6,253,147

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 patents involved: 5

7. Total fee (37 CFR 3.41): .....\$ 200.00

☒ 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.

SHANNON HUBBARD

Name of Person Signing

Signature

2/26/02  
Date

03/29/2002 DRYNE 00000134 09364156 total number of pages including cover sheets, attachments, and documents: 14

01 FC:581

200.00

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

Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 012721 FRAME: 0127

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 30th day of January, 2002 by and between Caleb Technologies Corp. ("Grantor"), and Silicon Valley Bank, a California banking corporation ("Bank").

### RECITALS

A. Bank will make advances to Grantor ("Advances") as described in the Accounts Receivable Purchase Agreement (the "Purchase Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works. Defined terms used but not defined herein shall have the same meanings as in the Purchase Agreement.

B. Pursuant to the terms of the Purchase 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 Grantor's Indebtedness under the Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Indebtedness, obligations and liabilities to Bank, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks")

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Bank of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Bank in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and perfected first priority security interest in the Intellectual

Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Purchase Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, and any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months; provided, however, nothing herein shall entitle Bank access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Bank or otherwise, from time to time in Bank's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Purchase Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Grantor all deed, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP 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.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Grantor and Bank consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

16. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Bank, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreement in favor of Grantor and have deliver a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Bank.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

**Address of Grantor:**

9130 Jollyville Road, Suite 100  
Austin, Texas 78759

**GRANTOR:**

Caleb Technologies Corp.

By: 

Name: THOMAS M. COOK

Title: CHAIRMAN + CEO

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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N/A

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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N/A

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM GRANTOR)</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF GRANTOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR )</u>
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N/A

EXHIBIT "B"

PATENTS

PATENT

<u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
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SEE ATTACHED LISTING FROM GERALD D. LESTER



TRADEMARKS

<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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SEE ATTACHED LISTING FROM GERALD D. WESTER

MASK WORKS

MASK WORK				
<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>

N/A

*Hold for [signature]*  
PART OF EXHIBIT A TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**LAW OFFICE OF GERALD E. LESTER**

22107 Fielder  
Katy, Texas 77450  
Tel. No. (281) 392-8288  
Fax No. (281) 392-2850

To: Don Turner  
CALEB Technology Corp.  
Austin, Texas 78759

Date: February 11, 2002

Fax No: 512-345-1974

**CONFIDENTIAL**

From: Gerald E. Lester  
Tel. No: (281) 392-8288  
Fax No: (281) 392-2850

Number of pages including cover page: 5

Comments: IP Asset Summaries: Patent Assets (2 Pages); U.S.  
Trademarks (1 Page); and Foreign Trademarks (1 Page.)

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Note That All Patent Information Kept Secret For  
18 Months Following File Date In U.S.

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E. LESTER BY PHONE, AND WE WILL ARRANGE FOR THE RETURN  
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**CONFIDENTIAL****PATENT ASSETS**

Title	Application No.	Patent No.	File Date
1. Crew Optimization Engine For Repair Of Pairings During Irregular Aircraft Operations (CA100US)	09/364,156 (U.S.)	Allowed/ Not Issued	7/30/99
	2,312,559 (Canada)		6/27/00
	EP0202695.3		7/27/00
2. Optimization Engine For Flight Assignment, Scheduling, And Routing Of Aircraft In Response To Irregular Operations (CA101US)	09/364,157 (U.S.)	US6,314,361B1	7/30/99
	2,312,559 (Canada)		6/27/00
	EP0202694.6-2213		7/27/00
3. Real Time Tertiary Operation For Resolving Irregularities In Aircraft Operations (CA103US)	09/678,958 (U.S.)	US6,253,147 B1	10/4/00
	2,357,975 (Canada)		10/2/01
	EP01203677.8		3/27/01
4. Tertiary Operation For Repairing Irregularities (CA103BUS)	09/832,523	Allowed/ Not Issued	4/11/01
5. Method And System For Generating Optimum Solutions For Open Pairings Through One-Way Fixes And Matching Transformations (CA104US)	09/867251	In Prosecution	5/29/01
6. Integrated Decision Support System For Optimizing The Training And Transition Of Airline Pilots (CA105US)	Not Assigned	In Prosecution	11/13/01

**CONFIDENTIAL**

TAB #	DESCRIPTION US TRADEMARKS	FILE DATE	APP. SER. NO.
1	OPSSOLVER	8/16/99	75/776421
2	GATESOLVER	8/16/99	75/776469
3	PASSENGERSOLVER	8/16/99	75/776467
4	CREWSOLVER	8/16/99	75/776460
5	BAGGAGESOLVER	8/16/99	75/776464
6	GROUND SOLVER	8/16/99	75/776419
7	MANPOWERSOLVER	8/18/99	75/776456
8	MAINTENANCESOLVER	8/18/99	75/776453
9	FLEETSOLVER	8/18/99	75/776455
10	CALEB	9/13/99	75/797707
11	ROUTESOLVER	5/17/2000	76/055931
12	ARDSS	6/21/2000	76/080170
13	AIRDSS	6/21/2000	76/080174
14	AiRDSS	6/21/2000	76/080171
15	CALEB Technologies	4/11/01	76/239413
	FOREIGN FILING		
	"CALEB" & "CALEB Technologies"		
	Countries: Canada, China (PRC), EU (Community		
	Mark), Japan, Norway, Singapore, Switzerland		
XXXXX	DOMAIN NAME REGISTRATIONS WITH		
	NETWORK SOLUTIONS INC.		
	CALEBTECH.COM		
	(Assigned To CTC As Result Of ICANN		
	Proceeding)		
	CALEBTECH.ORG	11/29/99	
	CALEBTECH.NET	11/29/99	
	OPSSOLVER.COM	11/29/99	
	OPSSOLVER.NET	11/29/99	
	OPSSOLVER.ORG	11/29/99	
	CREWSOLVER.COM	11/29/99	
	CREWSOLVER.NET	11/29/99	
	CREWSOLVER.ORG	11/29/99	
	CALEBTEK.COM	11/29/99	
	CALEBTEK.NET	11/29/99	
	CALEBTEK.ORG	11/29/99	
	CALEBTEC.COM	11/29/99	
	CALEBTEC.NET	11/29/99	
	CALEBTEC.ORG	11/29/99	
	CALEBTECHNOLOGIESCORP.ORG	12/9/99	
	CALEBTECHNOLOGIESCORP.NET	12/9/99	
	CALEBTECHNOLOGIESCORP.COM	12/9/99	
	CALEBTECHNOLOGIES.NET	12/9/99	
	CALEBTECHNOLOGIES.ORG	12/9/99	

PATENT

REEL: 012721 FRAME: 0139

FOREIGN TRADEMARKS  
(CALEB Technologies Corp.)

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>APPLICATION SER. NO.</u>	<u>File (F)/ Registration (R)</u>	<u>CLASS</u>
1. PRC	CALEB	2000066322		9
	CALEB Technologies	2000066324		9
	CALEB	2000066323		42
	CALEB Technologies	2000066325		42
2. Switzerland	CALEB	05873/2000	(F)5/16/00	9,42
	CALEB Technologies	05872/2000	(F)5/16/00	9,42
3. EEU (CTM)	CALEB	1655570 (Registered)	(F)5/15/00 (R)7/17/01	9,42
	CALEB Technologies	1656891 (Registered)	(F)5/15/00 (R)8/29/01	9,42
4. Norway	CALEB	2000.05812		9,42
	CALEB Technologies	2000.05813		9,42
5. Singapore	CALEB	T00/08615E		9
	CALEB Technologies	T00/086131		9
	CALEB	T00/08616C		42
	CALEB Technologies	T00/08614G		42
6. Japan	CALEB	54449/2000 Reg. No. 4494500	(F)5/18/00 (R)7/27/01	9,42
	CALEB Technologies	54450/2000 Reg. No. 4494501	(F)5/18/00 (R)7/27/01	9,42
7. Canada	CALEB	1,059,214	(F)5/17/00	9,42
	CALEB Technologies	1,059,213	(F)5/17/00	9,42