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2. Name and address of receiving party(ies): Name: MEVC DRAPER FISHER JURVETSON FUND I, INC. Address: 3000 SAND HILL ROAD, BUILDING 1, SUITE 155 City: MENLO PARK State: CA Zip: 94025	
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PATENT REEL: 013691 FRAME: 0282

PATENTS			
Description	Serial/Application <u>Number</u>	Application/Issue Date	
Techniques for searching encrypted files	10/096,086	03/11/02	
Efficient computational techniques for authorization control	10/094,509	03/08/02	
Method and apparatus for cryptographic key storage wherein key servers are authenticated by possession and secured distribution of stored keys		03/08/02	
Method and apparatus for secure distribution of authentication credentials to roaming users	09/843,583	04/26/01	
Method and apparatus for secure distribution of authentication credentials to roaming users	6,263,446	07/17/01	
Computer-readable medium having a private key encryption program	09/750,511	12/27/00	
Method and apparatus for secure entry of access codes in a computer environment	6,209,102	03/27/01	
Method and apparatus for cryptographically camouflaged cryptographic key storage, certification and use	6,170,058	01/02/01	
Method and systems for a secured authenticated payment on a computer network	09/437,065	11/09/99	
Method and apparatus for secured cryptographic key generation, certification and use	, 09/874,795	06/05/01	
Method and apparatus for camouflaging of date, information and functional transformations	d 10/015,902	10/30/01	
Non-textual representation of access activities regarding a resource	60/386,051	06/05/02	
Efficient searching techniques	10/006,179	12/04/01	
Method and apparatus for pre-authentication of users one-time passwords	09/896,560	06/28/01	
Apparatus for pre-authentication of users one-time passwords	09/896,163	06/28/01	
Efficient techniques for sharing a secret	09/853,913	05/11/01	
One-time credit card number generator and single round-trip	10/003,847	10/31/01	

authentication

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PATENT REEL: 013691 FRAME: 0283

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 31, 2002 by and between MEVC DRAPER FISHER JURVETSON FUND I, INC. ("Lender") and ARCOT SYSTEMS, INC., a California corporation ("Borrower"), with reference to the following facts:

RECITALS

Lender and Borrower are parties to that certain Loan and Security Agreement of even date (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement.

NOW, THEREFORE, Borrower agrees as follows:

<u>AGREEMENT</u>

To secure performance of its "Obligations" as defined in the Loan Agreement, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in Borrower's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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). Borrower represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Borrower or licensed to Borrower, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Borrower or licensed to Borrower, and (iii) listed on Schedule C are all of Borrower's material works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to Borrower on a non-exclusive basis), including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Borrower.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

3200 Patrick Henry Drive, Suite 200 Santa Clara, CA 95054

3000 Sand Hill Road, Bldg 1 Suite 155

Attn:

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ARCOT SYSTEMS, INC.

By Whamme Title PRESEDENT, CEO

Address of Lender:

Menlo Park, CA 94025

MEVC DRAPER FISHER JURVETSON FUND I, INC.

By_____

Title_____

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> PATENT REEL: 013691 FRAME: 0284

INTELLECTUAL PROPERTY SECURITY AGREEMENT

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ARCOT SYSTEMS, INC.

3200 Patrick Henry Drive, Suite 200 Santa Clara, CA 95054

Attn: _____

Title_____

By_____

Address of Lender:

3000 Sand Hill Road, Bldg 1 Suite 155 Menlo Park, CA 94025

Gray Cary\PA\10272964.2 2101753-5 MEVC DRAPER FISHER JURVETSON FUND I, INC.

PATENT REEL: 013691 FRAME: 0285

RECORDED: 01/23/2003