



2-21-03

To the honorable Commissioner of

102369184

attached original documents or copy thereof.

1. Name of conveying party(ies):

NetBrowser Communications, Inc.
7901 Stoneridge Drive, Suite 200
Pleasanton, CA 94588

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

3. Nature of Conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: Amended & Restated Intellectual Property Security Agreement

Execution Date: February 14, 2003

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

Name : Comerica Bank-California

Internal Address:

Street Address: 333 W. Santa Clara Street

City: San Jose State: CA Zip: 95113

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)

None

B. Patent No.(s):

6,363,422 EP0967766

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ankey To
Internal Address:
Mailing Address: Cooley Godward LLP
One Maritime Plaza, 20th Floor

City: San Francisco State: CA Zip: 94111

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41): \$ 80.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: 03-3115.
(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.

Ankey To

February 20, 2003

Date

2/21/2003 DRYNE 00000118 6363422 Total number of pages including cover sheet, attachments, and documents: 7

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80.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*Intellectual Property Security Agreement*") is entered into as of February 14, 2003 by and between COMERICA BANK – CALIFORNIA ("*Bank*") and NETBROWSER COMMUNICATIONS, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has made certain advances of money and extended certain financial accommodation 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 August 29, 2002 (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).

B. In order to induce Bank to make the Loans, Grantor granted to Bank a security interest in, among other assets, certain items of its intangible property, pursuant to that certain IP Security Agreement, dated as of August 29, 2002 ("*Original IP Security Agreement*").

C. Grantor has requested Bank to enter into that certain Subordination Agreement, dated as of February 13, 2003, by and among Grantor, Bank and Venrock Associates, as agent for the Creditor (as defined therein) ("*Subordination Agreement*") and Bank is willing to do so but only on the condition, among others, that Grantor enter into this Intellectual Property Security Agreement.

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 (as defined below) (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 (collectively, "*Intellectual Property Collateral*").

Intellectual Property shall consist of all right, title and interest of Grantor in and to the following:

(i) 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 (collectively the "**Copyrights**");

(ii) all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively the "**Patents**");

(iii) all 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 Grantor's business connected with and symbolized by such trademarks (the "**Trademarks**");

(iv) 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;

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

(vi) all claims for damages by way of past, present and future infringement 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;

(vii) all licenses or other rights to use any of the Copyrights, Patents or Trademarks;

(viii) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(ix) 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.

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.

The security interest granted herein shall terminate upon conversion of the Subordinated Debt (as defined in the Subordination Agreement) or its repayment as authorized in the Subordination Agreement, provided Grantor has granted in favor of Bank, on or prior to such date, a security interest in Grantor's Intellectual Property Collateral (as defined in the Original IP Security Agreement) pursuant to an intellectual property security agreement in form and substance similar to the Original IP Security Agreement and Bank has perfected such security interest in a manner satisfactory to Bank in its sole and absolute discretion.

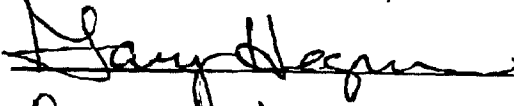
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

7901 Stoneridge Drive, Suite 200
Pleasanton, CA 94588
Attn: Bill McMoil

NETBROWSER COMMUNICATIONS, INC.


By: 
Title: PRESIDENT & CEO

BANK:

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

COMERICA BANK - CALIFORNIA

By: 
Title: VP

Attn: Corporate Banking Center

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
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None

EXHIBIT B**PATENTS**

Description	Registration/ Application Number	Registration/ Application Date
MULTI-CAPABILITY FACILITIES MONITORING AND CONTROL INTRANET FOR FACILITIES MANAGEMENT SYSTEM	6,363,422	3/26/02
MULTI-CAPABILITY FACILITIES MONITORING AND CONTROL INTRANET FOR FACILITIES MANAGEMENT SYSTEM	EP0967766	12/29/99

EXHIBIT C**TRADEMARKS AND DOMAIN NAMES**

Description	Registration/ Application Number	Registration/ Application Date
I-GUARDIAN	Reg. No. 2,457,427 App. No. 78/006,297	Reg. 6/5/01 App. 5/1/00
THE STANDARD FOR MANAGING THE ZERO LAYER	App. No. 76/395,107	4/12/02
THE ZERO LAYER	App. No. 76/394,927	4/12/02
E-SCOUT	Reg. No. 2,242,521 App. No. 75/341,221	Reg. 5/4/99 App. 8/14/97
E-SENTRY	Reg. No. 2,242,520 App. No. 75/341,220	Reg. 5/4/99 App. 8/14/97
E-GUARDIAN	Reg. No. 2,258,626 App. No. 75/341,219	Reg. 7/6/99 App. 8/14/97
NetBrowser Communications, Inc.	Common law rights only	

Domain Names

Domain Name: NETBROWSER.COM
Registrant: NetBrowser Communications, Inc.

February 20, 2003

VIA FEDERAL EXPRESS

U. S. Patent and Trademark Office
Assignment Division
Box Assignments, CG-4
1213 Jefferson Davis Highway, 3rd Floor
Washington, DC 20231

Re: (036703-1032) Recording of Security Agreement

Dear Assistant Commissioner:

The following document is being submitted for recording with the U.S. Patent and Trademark Office:

Amended and Restated Intellectual Property Security Agreement (the "Security Agreement") dated as of February 14, 2003, whereby **NetBrowser Communications, Inc.**, grants to **Comerica Bank-California**, a security interest in all its patents and patent applications, including, but not limited to, the two (2) patents listed on the Patent Cover Sheet.

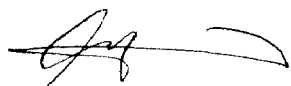
Enclosed is a check for \$80.00 to cover the requisite fee to record the Security Agreement. The Commissioner is hereby authorized to charge any underpayment of such fees to Deposit Account No. 03-3115.

After the enclosed Security Agreement has been recorded, please return it to the attention of the undersigned with the certificate of recordation.

Please acknowledge receipt of the letter and accompanying enclosures by date stamping the enclosed self-addressed prepaid green return receipt card and returning to the undersigned.

Sincerely,

Cooley Godward LLP



Ankey To
Credit Finance Paralegal

Enclosures

cc: with enclosures to

Kevin Jeffrey
Rod Werner
Anil Advani

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gp7g02!.DOC