

03-03-2003



Form PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102379103

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

1. Name of conveying party(ies):
NETBROWSER COMMUNICATIONS, INC. 2-21-03
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: VENROCK ASSOCIATES III, L.P.,
AS AGENT FOR THE PURCHASERS
Internal Address: _____
Street Address: 2494 Sand Hill Road, Suite 200
City: Menlo Park State CA Zip: 94025
Additional name(s) & address(es) attached? Yes No

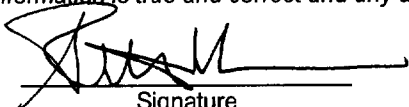
3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: February 14, 2003

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) _____ B. Patent No.(s) _____
6,363,422
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Erin O'Brien
Internal Address: _____
Street address: Gray Cary Ware & Freidenrich LLP
4365 Executive Drive, Suite 1100
City: San Diego State: CA Zip: 92121

6. Total number of applications and patents involved:
7. Total fee (37 CFR 3.41) _____ \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: 07-1896
(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.
Peter R. Leal 24,226  February 21, 2003
Name of Person Signing Reg. No. Signature Date

Total number of pages including cover sheet, attachments, and documents:

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

02/28/2003 ECOOPER 00000113 6363422

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PATENT
REEL: 013791 FRAME: 0108

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is entered into as of February 14, 2003, between Venrock Associates III, L.P., as Agent for the Purchasers (as defined below) ("Agent"), and NetBrowser Communications, a Delaware corporation ("Grantor").

RECITALS

A. Pursuant to the Note and Warrant Purchase Agreement, dated as of the date hereof, by and among Grantor and the purchasers (the "Purchasers") listed on Schedule 1 attached thereto (the "Purchase Agreement"; capitalized terms used herein without definition have the meanings assigned to them in the Purchase Agreement), Grantor shall sell and the Purchasers shall purchase subordinated secured convertible promissory notes (each, a "Note" and collectively, the "Notes") and warrants to purchase equity securities of Grantor (each, a "Warrant" and collectively, the "Warrants").

B. Purchasers are willing to purchase the Notes and Warrants upon the condition, among others, that Grantor grants to Agent, for the Purchasers' benefit, a security interest in Grantor's copyrights, trademarks, patents and other intellectual property to secure Grantor's obligations under the Notes and the Purchase Agreement.

C. Pursuant to the Purchase Agreement, Grantor has granted to Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of Grantor's copyrights, trademarks and patents and other intellectual property.

NOW, THEREFORE, IT IS AGREED THAT:

AGREEMENT

To secure its obligations under the Notes and the Purchase Agreement, and subject to the provisions of the Subordination Agreement dated as of the date hereof by and among Agent, Comerica Bank – California ("Comerica") and Grantor (the "Subordination Agreement"), Grantor hereby grants to Agent, on behalf of the Investors, a security interest in all of the Grantor's right, title and interest 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 service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of 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 but excluding any license royalties. (collectively, the "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Agent, for the Purchasers' benefit, under the Purchase Agreement. The representations, warranties and covenants of Grantor with respect to the Intellectual Property Collateral and the related security interest granted to Agent hereby shall be in addition to those set forth in the Purchase Agreement. The Agent's rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement and the Notes, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Purchase Agreement or any of the Notes, 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 Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Purchase Agreement or the Notes, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any party, including Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C set forth all Intellectual Property Collateral in connection with which Grantor has registered or filed an application with the United States Patent and Trademark Office, any governmental agency with jurisdiction over the issuance of patents and trademarks in any foreign country or the United States Copyright Office, as applicable.

On a continuing basis, Grantor will 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 filings with the United States Patent and Trademark Office and the United States Copyright Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Agent, to perfect Agent's security interest in the Intellectual Property Collateral and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Agent the grant or perfection of a security interest in the Intellectual Property Collateral.

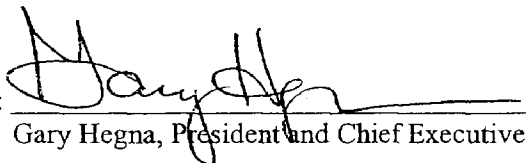
Grantor irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Agent's discretion, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, as appropriate, to include reference to any right, title or interest in any copyrights, patents or trademarks and domain names acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any copyrights, patents or trademarks and domain names in which Grantor no longer has or claims any right, title or interest, and (ii) after the occurrence of an Event of Default, subject to the provisions of the Subordination Agreement by and among Grantor, Agent and Comerica to transfer the Intellectual Property Collateral into the name of Agent or a third party to the extent permitted under the California Uniform Commercial Code.

Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and that the Secretary of State of the State of Delaware record a financing statement in connection with this Agreement.

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

Address of Grantor:
7901 Stoneridge Drive, Suite 200
Pleasanton, California 94588
Attn: President

NETBROWSER COMMUNICATIONS, INC.

By: 
Gary Hegna, President and Chief Executive Officer

Address of Agent:
2494 Sand Hill Road, Suite 200
Menlo Park, California 94025
Attn: Tom Frederick

VENROCK ASSOCIATES III, L.P.,
by its General Partner, Venrock
Management III LLC

By: _____
T. R. Frederick, As a Member

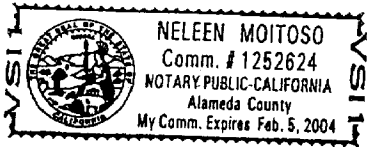
State of California

County of Alameda

On 2-18-03 before me, Neleen Moitoso
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Gary Grant Hegra
NAME(S) OF SIGNER(S)

personally known to me - **OR** - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Neleen Moitoso
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL
 CORPORATE OFFICER
President and CEO
TITLE(S)

PARTNER(S) LIMITED
 GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Intellectual Property Security Agreement
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Purchase Agreement or the Notes, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any party, including Agent, of any or all other rights, powers or remedies

Grantor represents and warrants that Exhibits A, B, and C set forth all intellectual property rights in connection to which Grantor has registered or filed an application with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

On a continuing basis, Grantor will 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 filings with the United States Patent and Trademark Office and the United States Copyright Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Agent, to perfect Agent's security interest in the Intellectual Property Collateral and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Agent the grant or perfection of a security interest in the Intellectual Property Collateral

Grantor irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Agent's discretion, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, as appropriate, to include reference to any right, title or interest in any copyrights, patents or trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any copyrights, patents or trademarks in which Grantor no longer has or claims any right, title or interest, and (ii) after the occurrence of an Event of Default, subject to the provisions of the Subordination Agreement by and among Grantor, Agent and Comerica Bank - Comerica to transfer the Intellectual Property Collateral into the name of Agent or a third party to the extent permitted under the California Uniform Commercial Code.

Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and that the Secretary of State of the State of Delaware record a financing statement in connection with this Agreement.

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

NETBROWSER COMMUNICATIONS, INC.

Address of Grantor:
7901 Stoneridge Drive, Suite 200
Pleasanton, California 94588
Attn: President

By: _____
Gary Hegna, President and Chief Executive Officer

VENROCK ASSOCIATES III, L.P.,
by its General Partner, Venrock
Management III LLC

Address of Agent:
2494 Sand Hill Road, Suite 200
Menlo Park, California 94025
Attn: Tom Frederick

By: T. R. Frederick
T. R. Frederick, As a Member

EXHIBIT A

Registered Copyrights

Description
None.

Registration
Number

Registration
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Publication/ Application Date</u>
Multi-capability Facilities Monitoring and Control Intranet for Facilities Management System.	EP0967766	December 29, 1999
Multi-capability Facilities Monitoring and Control Intranet for Facilities Management System.	6,363,422	March 26, 2002

EXHIBIT C

Trademarks and Domain Names

Trademarks.

1. Word Mark: **I-GUARDIAN**
Serial Number: 78006297
Registration No.: 2457427
Filing Date: May 1, 2000
Registration Date: June 5, 2001

2. Word Mark: **THE STANDARD FOR MANAGING THE ZERO LAYER**
Serial Number: 76395107
Registration No.: Not Available
Filing Date: April 12, 2002
Notice of Allowance Date: January 21, 2003

3. Word Mark: **THE ZERO LAYER**
Serial Number: 76394927
Registration No.: Not Available
Filing Date: April 12, 2002
Notice of Allowance Date: January 21, 2003

4. Word Mark: **E-SCOUT**
Serial Number: 75341221
Registration No.: 2242521
Filing Date: August 14, 1997
Registration Date: May 4, 1999

5. Word Mark: **E-SENTRY**
Serial Number: 75341220
Registration No.: 2242520
Filing Date: August 14, 1997
Registration Date: May 4, 1999

6. Word Mark: **E-GUARDIAN**
Serial Number: 75341219
Registration No.: 2258626
Filing Date: August 14, 1997
Registration Date: July 6, 1999

7. Name: **NetBrowser Communications, Inc.**
Status: Common law rights only

Domain Names.

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