

10-21-2003

ATTY. DKT. TNS1130-2



REVIS

EET

10-16-03

102579449

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

1. Name of Conveying party(ies):

Times N Systems, Inc.
4425 South Mo Pac Expy, Suite 501
Austin, TX 78735-6725

State of Incorporation: **Texas**Additional name(s) of conveying party(ies)
attached? **Yes** ☒ **No** ☐

2. Name and address of receiving Party(ies)

Convergent Investors VI, L.P., Suite 3000
111 Congress Avenue
Austin, TX 78701

State of Incorporation: **Texas**Additional name(s) & address(es) attached?
Yes ☐ **No** ☒

3. Nature of conveyance:

☐ Assignment ☐ Merger ☒ Other: **Collateral Agent and Security Agreement with**
Trustee's Bill of Sale Foreclosing Security Interest

☐ Security Agreement ☐ Change of name Execution Date: **April 16, 2002**

4. If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/912,834 (Our Ref. 2502455.991132/TNS1130-2)

B. Patent No.(s)

Additional numbers attached? ☐ **Yes** : ☒ **No**5. Name and address of party to whom correspondence
concerning document should be mailed:

Steven R. Sprinkle
1221 South Mopac Expressway, Suite 400
Austin TX 78746

6. Total number of Applications involved:

7. Total fee (37 CFR 3.41) \$40.00.

8. ☒ **Enclosed is a check in the amount of \$40.00**9. ☒ **Authorized to charge or any underpayment of**
fee todeposit account No. 50-0456.**A duplicate copy of this page is attached.**

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.*

Steven R. Sprinkle
Registration No. 40,825

Date 10/15/03

Total number of pages including cover sheet, attachments, and document: _____

10/20/2003 DBYRNE 00000050 09912834

01 FC:8021

40.00 DP

COLLATERAL AGENT AND SECURITY AGREEMENT

This Collateral Agent and Security Agreement (this "Agreement"), dated as of April 16, 2002, is executed by Times N Systems, Inc., a Delaware corporation (the "Debtor"), in favor of Convergent Investors VI, L.P. as collateral agent for the benefit of the Secured Parties as defined below (in such capacity, the "Collateral Agent").

RECITALS

A. Convergent Investors VI, L.P., Austin Ventures VI, L.P., Austin Ventures VI Affiliates Fund, L.P., Sternhill Partners I, L.P. and Sternhill Affiliates I, L.P. shall be referred to individually herein as a "Secured Party" and shall be referred to collectively as the "Secured Parties").

B. Debtor has executed Secured Convertible Promissory Notes in the aggregate principal amount of \$700,000 and Secured Convertible Promissory Notes (Amending and Restating Convertible Subordinated Promissory Notes) in the aggregate principal amount of \$1,600,000, all dated as of April 16, 2002 (each a "Note" and collectively, the "Notes"), in favor of the Secured Parties.

C. In order to induce each Secured Party to extend the credit evidenced by the Notes, Debtor has agreed to enter into this Agreement and to grant Collateral Agent the security interest in the Collateral described below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby agrees with Collateral Agent and the Secured Parties as follows:

1. Definitions and Interpretation. When used in this Agreement, the following terms shall have the following respective meanings:

(a) "Collateral" shall have the meaning given to that term in Section 2 hereof.

(b) "Majority-in-Interest" shall mean at least a majority of the aggregate outstanding principal amount of the Notes.

(c) "Obligations" shall mean and include all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Debtor to the Secured Parties of every kind and description, now existing or hereafter arising under or pursuant to the terms of the Notes, whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

(d) "UCC" shall mean the Uniform Commercial Code as in effect in the State of Texas from time to time.

(e) **"Permitted Liens"** shall mean and include: (i) liens for taxes or other governmental charges not at the time delinquent or thereafter payable without penalty or being contested in good faith, provided provision is made to the reasonable satisfaction of the Collateral Agent for the eventual payment thereof if subsequently found payable; (ii) liens of carriers, warehousemen, mechanics and materialmen, incurred in the ordinary course of business for sums not overdue or being contested in good faith, provided provision is made to the reasonable satisfaction of the Collateral Agent for the eventual payment thereof if subsequently found payable; (iii) deposits under workers' compensation, unemployment insurance and social security laws; (iv) liens securing obligations under a capital lease if such lease is permitted under this Agreement and such liens do not extend to property other than the property leased under such capital lease; (v) liens upon any equipment acquired or held by Debtor to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such lien extends only to the equipment financed, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto; or (vi) liens in favor of a Secured Party.

All capitalized terms not otherwise defined herein shall have the respective meanings given in the Notes. Unless otherwise defined herein, all terms defined in the UCC shall have the respective meanings given to those terms in the UCC.

2. **Grant of Security Interest.** As security for the Obligations, Debtor hereby grants to Collateral Agent a security interest in all right, title and interests of Debtor in and to the property described in Attachment 1 hereto (collectively and severally, the **"Collateral"**), which Attachment 1 is incorporated herein by this reference. Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term **"Collateral"** shall not include any property, rights or licenses to the extent the granting of a security interest therein would be contrary to applicable law, **provided that the security interest granted under this Agreement shall extend to, and the term "Collateral" shall include any such assets in the event such a grant is no longer contrary to applicable law.** Upon the Debtor's full and final satisfaction of the Obligations, the Collateral Agent and each Secured Party agrees and covenants that it will execute and deliver any agreement, financing statement termination or other writings necessary to release the security interest granted pursuant to this Section 2.

3. **Representations and Warranties.** Debtor represents and warrants to Collateral Agent and the Secured Parties that:

(a) Debtor is the owner of or has a valid leasehold interest in the Collateral (or, in the case of after-acquired Collateral, at the time Debtor acquires rights in the Collateral, will be the owner thereof).

(b) Except for the security interest granted in this Agreement and the Comerica Agreement (as defined in Section 3(c) below), no financing statement covering the Collateral or its proceeds is on file in any public office and there is no lien, security interest or encumbrance in or on the Collateral.

(c) Debtor and Comerica Bank – California, successor in interest to Imperial Bank (**"Comerica"**) are parties to an Amended and Restated Loan and Security Agreement dated as

of November 13, 2000 (including all amendments and restatements thereto, the "Comerica Agreement") and a Forbearance Agreement dated as of October 16, 2001 (including all amendments and restatements thereto, the "Forbearance Agreement"). On or before April 23, 2002, Debtor shall (i) obtain written confirmation that Comerica has released its security interest in, and any and all liens upon, the Collateral, whether securing Debtor's obligations under the Comerica Agreement and Forbearance Agreement or otherwise; (ii) obtain a written waiver from Comerica of any and all claims against Debtor for alleged defaults or breaches under the Comerica Agreement or the Forbearance Agreement; and (iii) file a UCC-3 releasing any and all liens upon the Collateral in favor of Comerica in all jurisdictions necessary to effect the full and complete release of such liens.

(d) The location where Debtor maintains its chief executive office is 1908 Kramer Lane, Braker Bldg. B, Suite P, Austin, Texas 78758.

4. Covenants Relating to Collateral. Debtor hereby agrees as follows:

(a) Debtor shall perform all acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the security interest granted to Collateral Agent therein, except for Permitted Liens.

(b) Without written notice to Collateral Agent, Debtor shall not change its name or place of business (or, if Debtor has more than one place of business, its chief executive office).

(c) Debtor shall comply with all material requirements of law relating to the production, possession, operation, maintenance and control of the Collateral.

(d) The Collateral shall remain in Debtor's possession or control at all times at Debtor's risk of loss and be kept at the address shown in Section 3(e) hereof, where Collateral Agent may inspect it at any time, except for its temporary removal in connection with its ordinary use, its removal as a result of a sale of such Collateral to a third party in the ordinary course of Debtor's business, or unless Debtor notifies Collateral Agent in writing and Collateral Agent consents in writing in advance of its removal to another location.

(e) Debtor shall pay prior to delinquency all material taxes, charges, liens and assessments against the Collateral except those Debtor is contesting in good faith and for which adequate accruals have been made, and upon Debtor's failure to do so after ten days' prior written notice, Collateral Agent at its option may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Such payment shall become part of the Obligations secured by this Agreement and shall be paid to the Secured Parties by Debtor immediately and without demand.

(f) Debtor shall, at its own expense, do, make, procure, execute and deliver all acts, things, writings and assurances as the Collateral Agent may at any time reasonably request to protect, assure or enforce its interests, rights and remedies created by, provided in or emanating from this Agreement.

(g) Except in the ordinary course of business, Debtor shall not sell, lend, rent, lease or otherwise dispose of the Collateral or any interest therein except as authorized in this

Agreement or in writing by the Collateral Agent, and Debtor shall keep the Collateral, including the proceeds thereof, free from unpaid charges, including taxes, and from liens, encumbrances and security interests other than those of the Secured Parties and the Collateral Agent, except for Permitted Liens.

(h) Debtor shall sign and execute alone or with Collateral Agent any financing statement or other document or procure any document and pay all connected costs reasonably incurred, necessary to protect the security interest under this Agreement against the rights or interests of third persons.

(i) Debtor shall at all times keep the proceeds of the Collateral separate and distinct from other property of Debtor and shall keep accurate and complete records of the Collateral and its proceeds.

5. Default and Remedies. Debtor shall be in default under this Agreement upon the occurrence of any condition or event set forth below, unless cured in accordance with this Section 5 (each, an "Event of Default"):

(a) Debtor's failure to pay any Obligations secured by this Agreement when such Obligations become due in accordance with the terms of this Agreement or the Notes and such payment shall not have been made within five (5) business days of the Debtor's receipt of Secured Party's written notice to Debtor of such failure to pay.

(b) Debtor's failure to observe or perform any other covenant, obligation, condition or agreement contained or referred to in this Agreement or the Notes; provided, however, that if such failure is curable, Debtor shall be granted 30 days from the date of Debtor's receipt of Secured Party's written notice to cure such failure. If the 30-day cure period is applicable, no Event of Default shall be deemed to have occurred until the expiration of such 30-day period.

(c) Any warranty, representation or written statement contained in this Agreement proves to have been false in any material respect when made or furnished.

(d) Loss, theft, substantial damage, destruction, sale (except as authorized by this Agreement) or encumbrance to or of any material portion of the Collateral not covered by insurance, or the making of any levy, seizure or attachment thereof or thereon.

(e) Debtor shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) make a general assignment for the benefit of its or any of its creditors, (iii) be dissolved or liquidated, (iv) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (v) take any action for the purpose of effecting any of the foregoing.

(f) Proceedings for the appointment of a receiver, trustee, liquidator or custodian of Debtor or of all or a substantial part of Debtor's property, or an involuntary case or other

proceedings seeking liquidation, reorganization or other relief with respect to Debtor or Debtor's debts under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within thirty (30) days of commencement.

6. Authorized Action by Collateral Agent. Debtor hereby irrevocably appoints Collateral Agent as its attorney-in-fact and agrees that Collateral Agent may perform any act which Debtor is obligated by this Agreement to perform, and to exercise such rights and powers as Debtor might exercise with respect to the Collateral, including the right to:

(a) collect by legal proceeding or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral;

(b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for, the Collateral;

(c) insure, process and preserve the Collateral;

(d) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral;

(e) pay any indebtedness of Debtor relating to the Collateral; and

(f) execute UCC financing statements and other documents, instruments and agreements required hereunder;

provided, however, that Collateral Agent shall not exercise any such powers prior to an Event of Default and shall only exercise such powers during the continuance of an Event of Default. Debtor agrees to reimburse Collateral Agent promptly upon demand for any reasonable costs and expenses, including reasonable attorneys' fees, Collateral Agent may incur while acting as Debtor's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations. It is further agreed and understood between the parties hereto that such care as Collateral Agent gives to the safekeeping of its own property of like kind and in accordance with Section 9-207 of the UCC shall constitute reasonable care of the Collateral when in Collateral Agent's possession; provided, however, that Collateral Agent shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the Obligations or with respect to the Collateral.

7. Default and Remedies. Debtor shall be deemed in default under this Agreement upon the occurrence and during the continuation of an Event of Default. Upon the occurrence and during the continuation of an Event of Default, Collateral Agent shall have the rights of a secured creditor under the UCC, all rights granted by this Agreement and by law, including the right to:

(a) require Debtor to assemble the Collateral and make it available to the Collateral Agent at a place to be designated by Collateral Agent; and

(b) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent the Collateral Agent deems appropriate in connection with such preparation and disposition, without charge, use any trademark, trade name, copyright, patent or technical process used by Debtor.

8. Collateral Agent.

(a) Appointment. The Secured Parties hereby appoint Convergent Investors VI, L.P. as Collateral Agent for the Secured Parties under this Agreement to serve from the date hereof until the termination of this Agreement.

(b) Powers and Duties of Collateral Agent, Indemnity by Secured Parties.

(i) Each Secured Party hereby irrevocably authorizes the Collateral Agent to take such action and to exercise such powers hereunder as provided herein or as requested in writing by the holders of a Majority-in-Interest in accordance with the terms hereof, together with such powers as are reasonably incidental thereto. Collateral Agent may execute any of its duties hereunder by or through agents or employees and shall be entitled to request and act in reliance upon the advice of counsel concerning all matters pertaining to its duties hereunder and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance therewith.

(ii) Neither the Collateral Agent nor any of its directors, officers or employees shall be liable or responsible to any Secured Party or to Debtor for any action taken or omitted to be taken by Collateral Agent or any other such person hereunder or under any related agreement, instrument or document, except in the case of gross negligence or willful misconduct on the part of the Collateral Agent, nor shall the Collateral Agent or any of its directors, officers or employees be liable or responsible for (i) the validity, effectiveness, sufficiency, enforceability or enforcement of the Notes, this Agreement or any instrument or document delivered hereunder or relating hereto; (ii) the title of Debtor to any of the Collateral or the freedom of any of the Collateral from any prior or other liens or security interests; (iii) the determination, verification or enforcement of Debtor's compliance with any of the terms and conditions of this Agreement; (iv) the failure by Debtor to deliver any instrument or document required to be delivered pursuant to the terms hereof; or (v) the receipt, disbursement, waiver, extension or other handling of payments or proceeds made or received with respect to the Collateral, the servicing of the Collateral or the enforcement or the collection of any amounts owing with respect to the Collateral.

(iii) In the case of this Agreement and the transactions contemplated hereby and any related document relating to any of the Collateral, each of the Secured Parties agrees to pay to the Collateral Agent, on demand, its pro rata share of all fees and all expenses incurred in connection with the operation and enforcement of this Agreement, the Notes or any related agreement to the extent that such fees or expenses have not been paid by Debtor. In the case of this Agreement and each instrument and document relating to any of the Collateral, each of the Secured Parties and the Debtor hereby agrees to hold the Collateral Agent harmless, and to indemnify the Collateral Agent from and against any and all loss, damage, expense or liability which may be incurred by the Collateral Agent under this Agreement and the transactions contemplated hereby and any related agreement or other instrument or document, as the case may be, unless such liability shall be caused by the willful misconduct or gross negligence of the Collateral Agent.

9. Miscellaneous.

(a) Notices. All notices and other communications required or permitted under this Agreement shall be made in writing and shall be delivered personally by hand or by courier, mailed by United States first-class mail, postage prepaid or sent by facsimile directed (a) if to a Secured Party, at such Secured Party's address or facsimile number set forth on Debtor's records, or at such other address or facsimile number as such Secured Party may designate by ten (10) days' advance written notice to Debtor or (b) if to Debtor, to its address or facsimile number set forth on the signature page hereto, or at such other address or facsimile number as Debtor may designate by ten (10) days' advance written notice to a Secured Party. All such notices and other communications shall be deemed given upon personal delivery, on the date of mailing or upon confirmation of facsimile transfer.

(b) Nonwaiver. No failure or delay on Collateral Agent's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(c) Amendments and Waivers. This Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Debtor and Collateral Agent. Each waiver or consent under any provision hereof shall be effective only in the specific instances for the purpose for which given.

(d) Assignments. This Agreement shall be binding upon and inure to the benefit of Collateral Agent, each Secured Party and Debtor and their respective successors and assigns; provided, however, that Debtor may not sell, assign or delegate rights and obligations hereunder without the prior written consent of Collateral Agent.

(e) Partial Invalidity. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law or any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

(f) Entire Agreement. This Agreement and the Notes, taken together, constitute and contain the entire agreement of Debtor and Collateral Agent and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to conflicts of law rules (except to the extent governed by the UCC).

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04/18/02 THU 09:18 FAX 512 985 9805

FAX_AUS * Pg 2/12
Times N Systems, Inc.

002

IN WITNESS WHEREOF, Debtor has caused this Agreement to be executed as of the day and year first above written.

"Debtor"

Times N Systems, Inc.

By:

Name:

Title:

Address:

Times N Systems, Inc.
1908 Kramer Lane
Braker Bldg. B, Suite 11
Austin, Texas 78756
Facsimile: (512) 997-9805

TIMES N SYSTEMS, INC.
COLLATERAL AGENT AND SECURITY AGREEMENT
Signature Page

08/04/2003 MON 13:41 [TX/RX NO 7279]

PATENT
REEL: 014599 FRAME: 0650

04/18/02 THU 08:30 FAX 512 472 9018

04/18/2002 10:28 2660456

RENAISSANCE BUILDING

PAGE 03 0004

"Secured Party"

Convergent Investors VI, L

By: Convergent GP, LP,
its Partner

By: Convergent Investors, L.L.C.,
its General Partner

By: Will

Name: Will Henzlik

Title:

Address:

111 Congress Avenue, S
Austin, Texas 78701
Facsimile: (512) 472-00

TIMES N SYSTEMS, INC.
COLLATERAL AGENT AND SECURITY AGENT
Signature Page

08/04/2003 MON 13:41 [TX/RX NO 7279]

PATENT
REEL: 014599 FRAME: 0651

04/18/02 THU 09:28 FAX 512 472 9018

04/18/2002 10:28 2660456

RENAISSANCE BUILDINGS

PAGE 02 002

"Collateral Agent"

Convergent Investors VI, L.P.

By: Convergent its GP, L.P., Partner

By: Convergent its General Partner, L.L.C.

By: Wille

Name: Wille

Title: VP

Address:

111 Congress Avenue,
Austin, Texas 78701
Facsimile: (512) 472-9

TIMES N SYSTEMS, INC.
COLLATERAL AGENT AND SECURITY AG
Signature Page

04/19/2002 FRI 14:24 FAX 9728943701

FAX_AUS * Pg 4/6
AUSTIN VENTURES

004

"Secured Party"

Austin Ventures VI, L.P.

By: AV Partners VI, L.P., its general partner

By: EDWARD J. KIRK

Name: _____

Title: _____

Address:

701 Brazos Street
Suite 1400
Austin, Texas 78701
Facsimile: (512) 476-1553

TIMES N SYSTEMS, INC.
COLLATERAL AGENT AND SECURITY AGREEMENT
Signature Page

08/04/2003 MON 13:41 [TX/RX NO 7279]

PATENT
REEL: 014599 FRAME: 0653

08/04/03 MON 12:35 FAX 512 472 9018

04/19/2002 FRI 14:24 FAX 512 472 9018

FAX_AUS * Pg 5/6
AUSTIN VENTURES

0006
P. 13

0008

"Secured Party"

Austin Ventures VI Affiliates Fund, L.P.

By: AV Partners VI, L.P., its general partner

By: EDUARDO OLIVERA

Name: _____

Title: _____

Address:

701 Brazos Street
Suite 1400
Austin, Texas 78701
Facsimile: (512) 476-3953

TIMES N SYSTEMS, INC.
COLLATERAL AGENT AND SECURITY AGREEMENT
Signature Page

08/04/2003 MON 13:41 [TX/RX NO 7279]

PATENT
REEL: 014599 FRAME: 0654

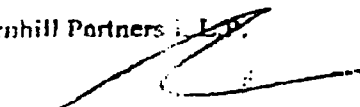
FROM : STERNHILL

FAX NO. : 713 622 3529

Apr. 16 2002 02:20PM P3/6

"Secured Party"

Sternhill Partners, L.P.

By: 

Name:

Marc S. Geller

Title:

Managing Director

Address:

777 Post Oak Boulevard
Suite 250
Hobson, Texas 77056
Facsimile: (713) 622-3529

TIMES N SYSTEMS, INC.
COLLATERAL AGENT AND SECURITY AGREEMENT
Signature Page

08/04/2003 MON 13:41 [TX/RX NO 7279]

PATENT
REEL: 014599 FRAME: 0655

FROM : STERNHILL

FAX NO. : 7136223529

Apr. 16 2002 02:20PM P2/5

"Secured Party"

Sternhill Affiliates, L.P.

By:

Name:

Marie S. Geller

Title:

Managing Director

Address:

777 Post Oak Boulevard
Suite 250
Houston, Texas 77056
Facsimile: (713) 622-3529

TIMES N SYSTEMS, INC.
COLLATERAL AGENT AND SECURITY AGREEMENT
Signature Page

08/04/2003 MON 13:41 [TX/RX NO 7279]

PATENT
REEL: 014599 FRAME: 0656

**TRUSTEE'S BILL OF SALE
FORECLOSING SECURITY INTEREST**

Date: December 23, 2002

Trustee: Vincent L. Hazen
810 West 10th Street
Austin, Texas 78701

Vincent L. Hazen was appointed as substitute trustee in the Notice of Posting for Foreclosure. The term "Trustee" herein shall be synonymous with Vincent L. Hazen.

Security Agreement:

Instrument: Collateral Agent and Security Agreement
Date: April 16, 2002
Grantor/Debtor: Times N Systems, Inc.
Lender/Creditor: Convergent Investors VI, L.P.

Property:

All general intangibles, including, without limitation, (i) customer and supplier lists and contracts, books and records, insurance policies, tax refunds, contracts for the purchase of real or personal property; (ii) all patents, copyrights, trademarks, trade names, service marks and other intellectual property rights; (iii) all licenses to use, applications for, and other rights to, such patents, copyrights, trademarks, trade names and service marks, and (iv) all goodwill.

Date of Sale: December 23, 2002

Time of Sale: 10:00 o'clock a.m.

Place of Sale: Law office of Hazen & Terrill, P.C., 810 West 10th Street, Austin, Texas 78701.

Buyer: Convergent Investors VI, L.P.

Buyer's Address: 111 Congress Ave., #3000
Austin, Texas 78701

Amount of Sale: \$1,000 (credited to indebtedness)

03/18/2003 TUE 15:11 [TX/RX NO 6289]

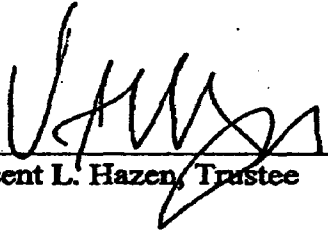
PATENT
REEL: 014599 FRAME: 0657

Times N Systems, Inc., the Grantor/Debtor has defaulted in performing the obligations of the Collateral Agent and Security Agreement and the Holder is entitled to foreclose its security interest pursuant to the terms of the Collateral Agent and Security Agreement. Holder of the Collateral Agent and Security Agreement has directed Trustee to enforce the security interest in the Collateral Agent and Security Agreement.

Notice stating the time, place, and terms of sale of the Property were published in the Austin American Statesman, posted and filed and as shown by the affidavit attached to this deed and incorporated in it by this reference. Holder either personally, or by agent, served notice of the sale to the debtor, and Trustee sold the Property to Buyer, who was the highest bidder at the public auction, for the Amount of Sale. The sale was made on the Date of Sale, began at the Time of Sale, and was concluded by 10:10 a.m. The Trustee's Affidavit is attached hereto as Exhibit A and is incorporated by reference at this point.

Trustee, subject to any prior liens and other exceptions to conveyance and warranty in the Collateral Agent and Security Agreement and for the Amount of Sale paid by Buyer as consideration, grants, sells, and conveys the Property to Buyer, "AS IS," together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Buyer and Buyer's heirs, successors, and assigns forever. Trustee binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Buyer and Buyer's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the prior liens and other exceptions to conveyance and warranty in the Collateral Agent and Security Agreement.

TRUSTEE HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY AND THE PROPERTY IS SOLD TO BUYER "AS IS, WHERE IS, AND WITH ALL FAULTS." FURTHER, THE TRUSTEE HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE EXISTENCE OF LIENS, JUDGMENTS, ENCUMBRANCES AND RESTRICTIONS.



Vincent L. Hazen, Trustee

03/18/2003 TUE 15:11 [TX/RX NO 6289]

PATENT
REEL: 014599 FRAME: 0658

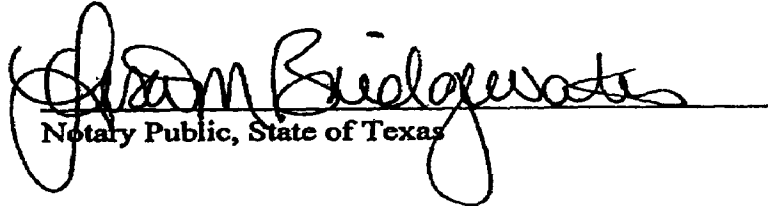
ACKNOWLEDGMENT

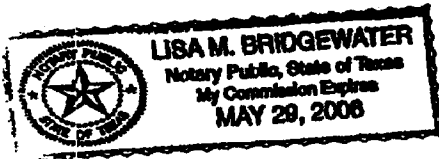
STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 23rd day of December 2002, by Vincent L. Hazen, Trustee.


Notary Public, State of Texas



03/18/2003 TUE 15:11 [TX/RX NO 6289]

PATENT
REEL: 014599 FRAME: 0659

TRUSTEE'S AFFIDAVIT

Date: December 23, 2002

Affiant: Vincent L. Hazen
810 West 10th Street
Austin, Texas 78701

Instrument: Collateral Agent and Security Agreement
Date: April 16, 2002.
Grantor/Debtor: Times N Systems, Inc.
Lender/Creditor: Convergent Investors VI, L.P.

Property:

All general intangibles, including, without limitation, (i) customer and supplier lists and contracts, books and records, insurance policies, tax refunds, contracts for the purchase of real or personal property; (ii) all patents, copyrights, trademarks, trade names, service marks and other intellectual property rights; (iii) all licenses to use, applications for, and other rights to, such patents, copyrights, trademarks, trade names and service marks, and (iv) all goodwill.

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

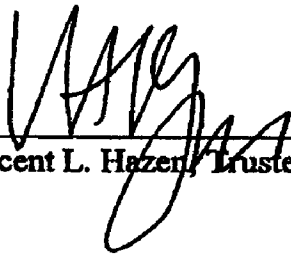
- 1) This affidavit is made with respect to the foreclosure pursuant to the Collateral Agent and Security Agreement that occurred on December 23, 2002.
- 2) Attached to this affidavit is a true and correct copy of the Notice of Trustee's Sale that Affiant filed with the Travis County Clerk's office and posted at the place at the Travis County Courthouse designated by the county commissioner's court for foreclosure sales.
- 3) The trustee's sale took place on December 23, 2002, at approximately 10:00 o'clock, a.m. at the offices of Hazen & Terrill, P.C., located at 810 West 10th Street, Austin, Texas 78701.
- 4) Prior to the trustee's sale, Affiant personally gave notice of the sale to the Debtor's attorney of record, who is:

Douglas Stum
Diamond, McCarthy, Taylor & Finley
6504 Bridgepoint Parkway, Suite 400
Austin, Texas 78730

EXHIBIT A

03/18/2003 TUE 15:11 [TX/RX NO 6289]

PATENT
REEL: 014599 FRAME: 0660



Vincent L. Hazen, Trustee

ACKNOWLEDGMENT

STATE OF TEXAS

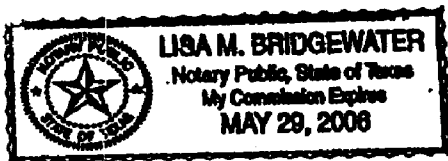
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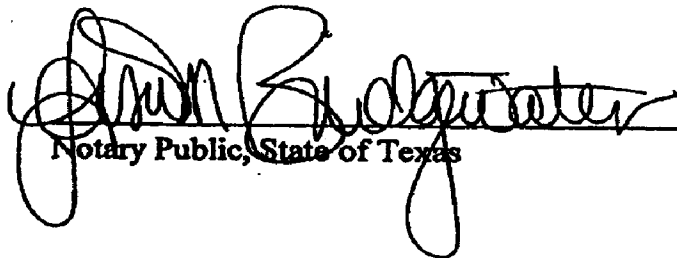
COUNTY OF TRAVIS

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This instrument was acknowledged before me on the 23rd day of December 2002, by Vincent L. Hazen, Trustee.





Notary Public, State of Texas

03/18/2003 TUE 15:11 [TX/RX NO 6289]

RECORDED: 10/16/2003

PATENT
REEL: 014599 FRAME: 0661