

10-21-2004

Form PTO-1595

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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):

Newcross Technologies, Inc.

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

## 3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other \_\_\_\_\_

03/12/04

Execution Date: \_\_\_\_\_

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

Name: Telecordia Technologies, Inc.Internal Address: One Telecordia Drive, PY5A200Piscataway, New Jersey 08854Street Address: One Telecordia Drive, PY5A200City: Piscataway State: NJ Zip: 08854-3980Additional 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) 09/205,560;09/773,073; 10/235,364; 10/256,969B. Patent No.(s) 4,866,712;5,592,672; 5,680,390; 5,778,056;Additional numbers attached? ☒ Yes ☐ No

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

Name: Eric H. Melzer, Esq.

Internal Address: \_\_\_\_\_

Street Address: c/o Greenbaum Rowe, et. al.99 Wood Avenue SouthCity: Iselin State: NJ Zip: 088306. Total number of applications and patents involved: 107. Total fee (37 CFR 3.41).....\$ 400.00☒

Enclosed

☐

Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

## 9. Signature.

Eric H. Melzer, Esq.

Name of Person Signing

Eric Melzer  
SignatureJune 17, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 14Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

10/20/2004 ECOOPER 00000253 09205560

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PATENT  
REEL: 015886 FRAME: 0828

## **ADDITIONAL PATENTS**

United States Patent No. 6,144,644

United States Patent No. 6,597,686

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT OF FILER [optional] Peter Tomasi 732-699-2960	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  Telcordia Technologies, Inc. One Telcordia Drive, PY5A200 Piscataway, NJ 08854-3980	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

## 1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Newcross Technologies, Inc.				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1300 Bayshore Highway, Suite 200		CITY Burlingame,	STATE CA	POSTAL CODE 94010
1d. TAX ID #: SSN OR EIN		1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any 020287602-3474163 <input type="checkbox"/> NONE

## 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY USA
2d. TAX ID #: SSN OR EIN		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

## 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Telcordia Technologies, Inc.				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS One Telcordia Drive		CITY Piscataway	STATE NJ	POSTAL CODE 08854
				COUNTRY USA

## 4. This FINANCING STATEMENT covers the following collateral:

OBLIGATION. This security interest is given as security for all indebtedness and obligations owed by Company to Secured Party, whether now existing or hereafter incurred, under this Security Agreement or the Note dated March 12, 2004, together with all extensions, modifications, or renewals thereof (hereinafter referred to, collectively, as the "Obligation").

The Collateral shall consist of all right, title and interest of Borrower in and to the following:  
(See Appendix I, II, III, IV, V and VI Attached)

5. ALTERNATIVE DESIGNATION [if applicable]: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAIOL <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING			
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA			

## Appendix I

The Collateral shall consist of all right, title and interest of Borrower in and to the following:

1. **ACCOUNTS (INCLUDING ACCOUNTS RECEIVABLE).** All accounts receivable presently existing or hereafter arising of the Debtor, all personal property in which the Debtor now or hereafter has an interest, and the proceeds of the above described collateral. All of Debtor's Accounts, whether now existing or hereafter arising or acquired, together with the proceeds therefrom. As used herein, the term "Accounts" means any right of Debtor to receive payment from another person or entity, including payment for goods sold or leased, or for services rendered, no matter how evidenced or arising, and regardless of whether yet earned by performance. It includes, but is not limited to, accounts, accounts receivable, contract rights, contracts receivable, purchase orders, notes, drafts, acceptances, all rights to payment earned or unearned under a charter or other contract involving the use or hire of a vessel and all rights incident to the charter or contract, and other forms of obligations and receivables.
2. **CHattel PAPER, DOCUMENTS AND INSTRUMENTS.** All now existing and hereafter arising accounts, contract rights, royalties, license rights and all other forms of obligations owing to Borrower arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Borrower, whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Borrower and Borrower's Books relating to any of the foregoing; All documents, cash, deposit accounts, securities, letters of credit, certificates of deposit, instruments and chattel paper now owned or hereafter acquired and Borrower's Books relating to the foregoing; All of Debtor's right, title, and interest in any chattel paper, documents, or instruments, now owned or hereafter acquired or arising, or now or hereafter coming into the possession, control, or custody of either Debtor or Secured Party, together with all proceeds therefrom. The terms "chattel paper," "documents," and "instruments" shall have those meanings ascribed to them in the NJ Uniform Commercial Code.
3. **INVENTORY.** All inventory, now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Borrower's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and Borrower's Books relating to any of the foregoing; All of Company's Inventory, whether now owned or hereafter acquired, together with the products and proceeds therefrom and all packaging, manuals, and instructions related thereto. As used herein, the term "Inventory" means all goods, merchandise, and personal property held for sale or leased or furnished or to be furnished under contracts of service, and all raw materials, work in process, or materials used or consumed in Company's business, wherever located and whether in the possession of Company, a warehouseman, a bailee, or any other person.
4. **EQUIPMENT.** All goods and equipment now owned or hereafter acquired, including, without limitation, all machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located, together with the products and proceeds therefrom, and all substitutes and replacements therefor. As used herein, the term "Equipment" includes all equipment, machinery, tools, office equipment, supplies, furnishings, furniture, or other items used or useful, directly or indirectly, in Company's business, all accessions, attachments, and other additions thereto, all parts used in connection therewith, all packaging, manuals, and instructions related thereto, and all leasehold or equitable interests therein, including but not limited to the Equipment as set forth in Appendix I attached hereto
5. **FIXTURES.** All of Debtor's interest in and to all fixtures and furnishings, now owned or hereafter acquired, together with the products and proceeds therefrom, all substitutes and replacements therefor, all accessories, attachments, and other additions thereto, all tools, parts, and supplies used in connection therewith, and all packaging, manuals, and instructions related thereto, located on or attached to Debtor's business premises located at [Company's Address] or at any other location of the Debtor.

6. **GENERAL INTANGIBLES.** All contract rights and general intangibles now owned or hereafter acquired, together with the proceeds therefrom, including, without limitation, goodwill, trademarks, servicemarks, trade styles, trade names, patents, patent applications, leases, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind, including, but not limited to any trade secrets, source codes, computer software and other intellectual property used by the Company in connection with its internet web page; All trade secret rights, including all rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information, now owned or hereafter acquired; all mask work or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired; all claims for damages by way of any past, present and future infringement of any of the foregoing; licenses, permits, franchises, tax refund claims, and any letters of credit, guarantee claims, security interests, or other security held by the Company for any purpose As used herein, the term "General Intangibles" means all personal property (including things in action) other than goods, accounts, chattel paper, documents, instruments, and money, and includes, but is not limited to, business records, deposit accounts, inventions, intellectual property, designs, patents, patent applications, trademarks, trademark applications, trademark registrations, service marks, service mark applications, service mark registrations, trade names, goodwill, technology, knowhow, confidential information, trade secrets, customer lists, supplier lists,
- a. **All copyright rights**, copyrights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired, including but not limited to the files listed in Appendix II hereto;
  - b. All **Software**, including but not limited to the **Software Assets** as listed in Appendix I hereto;
  - c. All **Customer Agreements** , including but not limited to Customer Agreements referred to in Appendix I hereto;
  - d. All **Licensed Telcordia Property**, including but not limited to:
    - i. **Patents and patent applications** listed on Exhibit I attached hereto under the heading "Patents" including but not limited to any division, continuation, continuation-in-part, continuing application, reissue, renewal, reexamination, or extension thereof; any foreign counterpart thereto; utility model, patent of importation/confirmation, or certificate of invention thereto; and like statutory right relating thereto (other than design patent, registerable industrial design, or like right involving trade identity). The parties agree that Exhibit I shall be deemed to include any patents and patent applications not explicitly listed on Exhibit I that are owned or controlled by Telcordia, and that, but for the licenses granted hereunder, would be directly or indirectly infringed by the making, using, selling, offering for sale, importing, offering or providing services or practicing any method with respect to the Company's exploitation of the Transferred Software Assets;
    - ii. Retained Software Assets listed on Exhibit I under the heading "Retained Software Assets", including all rights related thereto associated with (i) works of authorship, including exclusive exploitation rights, copyrights and moral rights related thereto and (ii) trade secret rights;
7. **PROCEEDS.** As used in this Security Agreement, the term "proceeds" means all products of the Collateral and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the Collateral, all property received wholly or partly in trade or exchange for any of the Collateral, all leases of any of the Collateral, and all rents, revenues, issues, profits, and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition, of any of the Collateral or any interest therein;
8. **Any and all claims**, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof.

Appendix V

EXHIBIT D

LICENSED TELCORDIA PROPERTY

I) PATENTS

US Patent No. or Application. No.	Inventor(s)	Title
4,866,712	Chao	Methods and Apparatus for Fault Recovery
5,592,672	Grewal et al	System for Load Balancing Between Message Processors by Routing All Queued Messages to a Particular Processor Selected by a Deterministic Rule
5,680,390	Robrock	Broadband Telecommunications Network and Method of Having Operations Systems Support
5,778,056	Ely et al	Broadband Network and Method for Connecting Information Providers
6,144,644	Bajzath et al	System and Method for Implementing Call Waiting Functions Over a Network
6,597,686	Smyk	Apparatus and Method for Internet Telephony Routing
09/205,560	Arango et al	Method and System for Media Connectivity over a Packet Based Network
09/773,073	Giacopelli et al	Method and systems for bandwidth management in packet data networks
10/235,364	MacArthur et al	NGN Call Attempt Treatment Method
10/256,969	MacArthur et al	Internodal NANP Software Routing Engine

II) RETAINED SOFTWARE ASSETS

- A) Telcordia SS7 Gateway software in all forms, including Object Code and Source Code, and related documentation as it exists on Closing Date
- B) Accounting Gateway software in all forms, including Object Code and Source Code, and related documentation as it exists on Closing Date
- C) Announcement Server software in all forms, including Object Code and Source Code, and related documentation as it exists on Closing Date

## **SECURITY AGREEMENT**

THIS SECURITY AGREEMENT dated as of March \_\_, 2004 ("Security Agreement"), is made by NewCross Technologies, Inc., a Delaware corporation ("Grantor"), in favor of Telcordia Technologies, Inc., a Delaware corporation ("Secured Party").

### **RECITALS**

A. Secured Party has made and has agreed to extend certain financial accommodation to Grantor as evidenced by that certain Secured Promissory Note (the "Note") dated March \_\_, 2004 executed by Grantor in favor of Secured Party (the "Loan").

B. Secured Party is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party this Security Agreement.

### **AGREEMENT**

NOW, THEREFORE, in order to induce Secured Party to make the Loan and for other good and valuable consideration, the parties agree as follows:

1. Defined Terms. When used in this Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Asset Purchase Agreement" means that certain Asset Purchase and Technology License Agreement between the parties, dated March \_\_, 2004.

"Collateral" means the Equipment (as defined in the Asset Purchase Agreement).

"Event of Default" means (a) any failure by Grantor to timely pay or perform any of the Secured Obligations, (b) if, at any time after the date hereof, Secured Party's security interest is not prior to all other security interests, except for Liens existing on the date the Collateral is acquired from the Secured Party, (c) the occurrence of any breach by Grantor of any warranty, representation, or covenant set forth herein, and (d) the occurrence of any "Event of Default" as defined in the Note.

"Lien" means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

"Secured Obligations" means (a) the obligation of Grantor to repay Secured Party all of the unpaid principal amount of, and accrued interest on (including any interest that accrues after the commencement of bankruptcy), the Loan and (b) the obligation of Grantor to pay any fees, costs and expenses of Secured Party under the Note or under Section 5(c) hereof.

"Security Agreement" means this Security Agreement, as the same may from time to time be amended, modified, supplemented or restated.

"UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of New Jersey (and each reference in this Security Agreement to an Article thereof (denoted as a Division of the UCC as adopted and in effect in the State of New Jersey) shall refer to that Article (or Division, as applicable) as from time to time in effect); *provided, however*, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Secured Party's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New Jersey, the term "UCC" shall mean the Uniform Commercial Code (including the Articles thereof) as in effect at such time in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

2. Grant of Security Interest. As collateral security for the full, prompt, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce Secured Party to cause the Loan to be made, Grantor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, and hereby grants to Secured Party, a security interest in all of Grantor's right, title and interest in, to and under the Collateral.

3. Representations and Warranties. Grantor hereby represents and warrants to Secured Party that:

(a) No effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Collateral exists.

(b) This Security Agreement creates a legal and valid security interest on and in all of the Collateral in which Grantor now has rights. Upon the filing of a financing statement with the Secretary of State of the State of Delaware Secured Party will have a fully perfected first priority security interest in all of the Collateral in which Grantor now has rights. Upon such filing, this Security Agreement will create a legal and valid and fully perfected first priority security interest in the Collateral in which Grantor later acquires rights, when Grantor acquires those rights.

4. Covenants. Grantor covenants and agrees with Secured Party that from and after the date of this Security Agreement and until the Secured Obligations have been performed and paid in full:

4.1 Disposition of Collateral. Grantor shall not sell, lease, transfer or otherwise dispose of any of the Collateral, or attempt or contract to do so, except that Grantor may sell or transfer up to an aggregate of 10% of the Collateral, provided that any individual item of Collateral sold or transferred may not have a fair market value in excess of \$500.

4.2 Change of Jurisdiction of Organization, Relocation of Business or Collateral. Grantor shall not change its jurisdiction of organization, relocate its chief executive office, principal place of business or its records, or allow the relocation of any Collateral without thirty (30) days prior written notice to Secured Party.

**4.3 Limitation on Liens on Collateral.** Grantor shall not, directly or indirectly, create, permit or suffer to exist, and shall defend the Collateral against and take such other action as is necessary to remove, any Lien on the Collateral, except (i) the Lien granted to Secured Party under this Security Agreement or (ii) any Lien existing on the Collateral when the Collateral was acquired from Secured Party.

**4.4 Insurance.** Grantor shall maintain insurance policies insuring the Collateral against loss or damage from such risks and in such amounts and forms and with such companies as are customarily maintained by businesses similar to Grantor.

**4.5 Taxes, Assessments, Etc.** Grantor shall pay promptly when due all property and other taxes, assessments and government charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral, except to the extent the validity thereof is being contested in good faith and adequate reserves are being maintained in connection therewith.

**4.6 Maintenance of Records.** Grantor shall keep and maintain at its own cost and expense reasonably satisfactory and complete records of the Collateral.

**4.7 Further Assurances; Pledge of Instruments.** At any time and from time to time, upon the written request of Secured Party, and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Secured Party may reasonably deem necessary or desirable to obtain the full benefits of this Security Agreement.

**5. Rights And Remedies Upon Default.**

(a) Beginning on the date which is ten (10) business days after any Event of Default shall have occurred and while such Event of Default is continuing, Secured Party may exercise in addition to all other rights and remedies granted to it under this Security Agreement, the Note and under any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Grantor expressly agrees that in any such event Secured Party, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Grantor or any other person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC and other applicable law), may (i) reclaim, take possession, recover, store, maintain, finish, repair, prepare for sale or lease, shop, advertise for sale or lease and sell or lease (in the manner provided herein) the Collateral and (ii) forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, assign, give an option or options to purchase or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange or broker's board or at any of Secured Party's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. To the extent Grantor has the right to do so, Grantor authorizes Secured Party, on the terms set forth in this Section 5 to enter the premises where the Collateral is located, to take possession of the Collateral, or any part of it, and to pay,

purchase, contact, or compromise any encumbrance, charge, or lien which, in the opinion of Secured Party, appears to be prior or superior to its security interest. Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption, which equity of redemption Grantor hereby releases. Grantor further agrees, at Secured Party's request, to assemble its Collateral and make it available to the Secured Party at places which Secured Party shall reasonably select, whether at Grantor's premises or elsewhere. Secured Party shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale as provided in Section 5(e), below, with Grantor remaining liable for any deficiency remaining unpaid after such application, and only after so paying over such net proceeds and after the payment by Secured Party of any other amount required by any provision of law, need Secured Party account for the surplus, if any, to Grantor. To the maximum extent permitted by applicable law, Grantor waives all claims, damages, and demands against Secured Party arising out of the repossession, retention or sale of the Collateral. Grantor agrees that Secured Party need not give more than ten (10) days' prior written notice of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of its Collateral are insufficient to pay all amounts to which Secured Party is entitled from Grantor, Grantor also being liable for the attorney costs of any attorneys employed by Secured Party to collect such deficiency.

(b) Grantor agrees that in any sale of any of such Collateral, whether at a foreclosure sale or otherwise, Secured Party is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable law (including compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that such prospective bidders and purchasers have certain qualifications and restrict such prospective bidders and purchasers to persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of such Collateral), or in order to obtain any required approval of the sale or of the purchaser by any governmental authority, and Grantor further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall Secured Party be liable nor accountable to Grantor for any discount allowed by the reason of the fact that such Collateral is sold in compliance with any such limitation or restriction.

(c) Grantor also agrees to pay all fees, costs and expenses of Secured Party, including, without limitation, reasonable attorneys' fees, incurred in connection with the enforcement of any of its rights and remedies hereunder.

(d) Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

(e) The proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be distributed by Secured Party in the following order of priorities:

First, to Secured Party in an amount sufficient to pay in full the reasonable costs of Secured Party in connection with such sale, disposition or other realization, including all fees, costs, expenses, liabilities and advances incurred or made by Secured Party in connection therewith, including, without limitation, reasonable attorneys' fees;

Second, to Secured Party in an amount equal to the then unpaid Secured Obligations; and

Finally, upon payment in full of the Secured Obligations, to Grantor or its representatives, in accordance with the UCC or as a court of competent jurisdiction may direct.

6. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party 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 Security Agreement and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, under this Security Agreement (including without limitation, reasonable attorneys fees and expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

7. Limitation on Secured Party's Duty in Respect of Collateral. Secured Party shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the Collateral if it takes such action as Grantor requests in writing, but failure of Secured Party to comply with any such request shall not in itself be deemed a failure to act reasonably, and no failure of Secured Party to do any act not so requested shall be deemed a failure to act reasonably.

8. Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

9. Miscellaneous.

9.1 No Waiver; Cumulative Remedies.

(a) Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its respective rights or remedies hereunder, nor shall any single or partial exercise of any right or remedy hereunder on any one occasion preclude the further exercise thereof or the exercise of any other right or remedy.

(b) The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

(c) None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Grantor and Secured Party.

9.2 Termination of this Security Agreement. Subject to Section 8 hereof, this Security Agreement shall terminate upon the payment and performance in full of the Secured Obligations and Secured Party shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Party hereunder.

9.3 Successor and Assigns. This Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor, and shall, together with the rights and remedies of Secured Party hereunder, inure to the benefit of Secured Party, any future holder of any of the indebtedness and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the lien granted to Secured Party hereunder.

9.4 Governing Law. In all respects, including all matters of construction, validity and performance, this Security Agreement and the Secured Obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws, except to the extent that the UCC provides for the application of the law of Grantor's jurisdiction of formation.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

**ADDRESS OF GRANTOR**

**NEWCROSS TECHNOLOGIES, INC.**

1300 Bayshore Hwy

By: \_\_\_\_\_

Suite 200

Printed Name: Jeff Durtschi

Burlingame, CA 94010

Title: CEO

**TAXPAYER IDENTIFICATION NUMBER OF JURISDICTION OF ORGANIZATION OF GRANTOR:**

**01-0556068**

**DELAWARE**

**ACCEPTED AND ACKNOWLEDGED BY:**

**TELCORDIA TECHNOLOGIES, INC.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this Termination Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

ADDRESS OF GRANTOR

NEWCROSS TECHNOLOGIES, INC.

1300 Bayshore Hwy

By: 

Suite 200

Printed Name: Jeff Durtschi

Burlingame, CA 94010

Title: CEO

TAXPAYER IDENTIFICATION NUMBER OF JURISDICTION OF ORGANIZATION OF  
GRANTOR: GRANTOR:

01-0556068

DELAWARE

ACCEPTED AND ACKNOWLEDGED BY:

TELCORDIA TECHNOLOGIES, INC.

By: 

Printed Name: Joseph L. Walski

Title: CEO

Certified to Be A True Copy:

  
Peter J. Tomasi  
Executive Director  
Telcordia Technologies, Inc.

**ADDITIONAL PATENTS**

United States Patent No. 6,144,644

United States Patent No. 6,597,686