

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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| <b>SUBMISSION TYPE:</b>  | NEW ASSIGNMENT                                  |
| <b>NATURE OF CONVEYANCE:</b>   | SECURITY AGREEMENT                              |
| <b>CONVEYING PARTY DATA</b>  |   |
| <b>Name</b>  | <b>Execution Date</b>                           |
| REEF POINT SYSTEMS, INC.   | 01/04/2008                                      |
| <b>RECEIVING PARTY DATA</b>  |   |
| <b>Name:</b>   | COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT |
| <b>Street Address:</b>   | 5425 WISCONSIN AVENUE                           |
| <b>Internal Address:</b>   | SUITE 700                                       |
| <b>City:</b>   | CHEVY CHASE                                     |
| <b>State/Country:</b>  | MARYLAND  |
| <b>Postal Code:</b>  | 20815   |
| <b>PROPERTY NUMBERS Total: 4</b>   |   |
| <b>Property Type</b>   | <b>Number</b>                                   |
| Application Number:  | 10068147  |
| Application Number:  | 10102169  |
| Application Number:  | 11364018  |
| Patent Number:   | 6594704   |
| <b>CORRESPONDENCE DATA</b>   |   |
| <b>Fax Number:</b>   | (404)962-6736                                   |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |   |
| <b>Phone:</b>  | (404) 885-3038                                  |
| <b>Email:</b>  | michael.brignati@troutmansanders.com            |
| <b>Correspondent Name:</b>   | MICHAEL J. BRIGNATI, PH.D.                      |
| <b>Address Line 1:</b>   | TROUTMAN SANDERS LLP                            |
| <b>Address Line 2:</b>   | 600 PEACHTREE STREET, N.E.                      |
| <b>Address Line 4:</b>   | ATLANTA, GEORGIA 30308-2216                     |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 038837.000001                                   |
| <b>NAME OF SUBMITTER:</b>  | Michael J. Brignati, Ph.D.                      |

**OP \$160.00 10068147**

**PATENT**

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of this 4th day of January, 2008 (this "**Agreement**"), by and between REEF POINT SYSTEMS, INC., a Delaware corporation ("**Grantor**") and COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT, as agent and investment manager ("**Investment Manager**") for the benefit of itself and NATIONAL ELECTRICAL BENEFIT FUND ("**Lender**").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Credit Agreement, dated August 23, 2006 (as the same has been and may from time to time be further amended, modified, supplemented or restated the "**Credit Agreement**"; terms defined therein being used herein as therein defined) by and among NexTone Communications, Inc., Grantor (by Joinder Agreement dated of even date herewith), Investment Manager and Lender. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Investment Manager, as agent, for the benefit of itself and Lender, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement and the other Loan Documents.

B. NexTone Communications, Inc., Grantor (by Joinder Agreement dated of even date herewith), and Investment Manager have entered into that certain Security Agreement, dated August 23, 2006, as amended by that certain First Amendment to Security Agreement dated of even date herewith (as the same may from time to time be further amended, modified, supplemented or restated the "**Security Agreement**") for the benefit of Investment Manager and Lender, whereby pursuant to the terms of such First Amendment to Security Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

### 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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Investment Manager, as agent, for the benefit of itself and Lender, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached 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.

This security interest is granted in conjunction with the security interest granted to Investment Manager, as agent, for the benefit of itself and Lender under the Security Agreement. The rights and remedies of Investment Manager and Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Investment Manager and Lender as a matter of law or equity. Each right, power and remedy of Investment Manager and Lender provided for herein or in the Security 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 Investment Manager and Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Security 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 Investment Manager and Lender, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties hereto 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:  
3 Federal Street  
Billerica, Massachusetts 01821

REEF POINT SYSTEMS, INC.

By: Joseph W. Kuhn  
Name: Joseph W. Kuhn  
Title: President

**INVESTMENT MANAGER:**

Address of Investment Manager:  
5425 Wisconsin Avenue  
Suite 700  
Chevy Chase, Maryland 20815

COLUMBIA PARTNERS, L.L.C.  
INVESTMENT MANAGEMENT,  
as Investment Manager

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto 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:  
3 Federal Street  
Billerica, Massachusetts 01821

REEF POINT SYSTEMS, INC.,

By: \_\_\_\_\_  
Name:  
Title:

**INVESTMENT MANAGER:**

Address of Investment Manager:  
5425 Wisconsin Avenue  
Suite 700  
Chevy Chase, Maryland 20815

COLUMBIA PARTNERS, L.L.C.  
INVESTMENT MANAGEMENT,  
as Investment Manager


By:  \_\_\_\_\_  
Name: Jason A. Crist  
Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

N/A

N/A

EXHIBIT B

Patents

| <u>Description</u>   | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|--|---|---|
| Efficient counter retrieval  | 10/068,147                                      | 02/06/2002                                    |
| Synchronization scheme   | 10/102,169                                      | 03/20/2002                                    |
| Synchronization scheme   | 11/364,018                                      | 02/27/2006                                    |
| Method of managing and using multiple virtual private networks in a router with a single routing table | 6,594,704                                       | 12/15/1999                                    |



EXHIBIT C

Trademarks

| <u>Description</u>                        | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|---|---|---|
| REEF POINT SYSTEMS (Abandoned)            | 78/675,447                                      | 07/21/2005                                    |
| IBG                                       | 77/207,245                                      | 06/15/2007                                    |
| IP BASE STATION                           | 77/207,262                                      | 06/15/2007                                    |
| INTEGRATED BORDER GATEWAY                 | 77/207,217                                      | 06/15/2007                                    |
| QUARRY                                    | 2,581,408                                       | 06/18/2002                                    |
| IQMON                                     | 2,743,133                                       | 07/29/2003                                    |
| IQOS                                      | 2,762,269                                       | 09/09/2003                                    |
| QUARRY TECHNOLOGIES                       | 2,632,753                                       | 10/08/2002                                    |
| QUARRY TECHNOLOGIES                       | 2,632,752                                       | 10/08/2002                                    |
| IQ4000                                    | 2,528,624                                       | 01/08/2002                                    |
| IQ8000                                    | 2,621,979                                       | 09/17/2002                                    |
| IQSMS                                     | 2,742,813                                       | 07/29/2003                                    |
| FLOW APPLICATIONS STREAMING<br>TECHNOLOGY | 2,742,810                                       | 07/29/2003                                    |

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