

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Atreus Systems, Inc.

Additional name(s) of conveying party(ies) attached? Yes No**2. Name and address of receiving party(ies)**Name: Square 1 BankInternal Address: Jennifer HowardStreet Address: 406 Blackwell St.Suite 240City: DurhamState: NCCountry: _____ Zip: 27701Additional name(s) & address(es) attached? Yes No**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) as of November 30, 2007

 Assignment Merger Security Agreement Change of Name Joint Research Agreement Government Interest Assignment Executive Order 9424, Confirmatory License Other _____**4. Application or patent number(s):** This document is being filed together with a new application.

A. Patent Application No.(s)

11/527448 9-26-06

11/343254 1-27-06

10/384268 3-7-03

10/357852 2-3-03

09/852708 5-11-01

B. Patent No.(s)

7134013 11-7-06

7024470 4-4-06

See Exhibit B attached hereto

Additional numbers attached? Yes No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Jennifer HowardInternal Address: Square 1 BankStreet Address: 406 Blackwell St.Suite 240City: DurhamState: NCZip: 27701Phone Number: 919-314-3123Fax Number: 919-314-3110Email Address: Jhoward@square1bank.com**6. Total number of applications and patents involved: 7****7. Total fee (37 CFR 1.21(h) & 3.41) \$ 280** Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed None required (government interest not affecting title)**8. Payment Information**a. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number 50-3822Authorized User Name Jennifer Howard**9. Signature:**J Howard *Re-submission*
Signature2-5-08
DateJennifer Howard
Name of Person SigningTotal number of pages including cover
sheet, attachments, and documents: **100**Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

700359386

*Re-submission Doc ID# 700358904
new cover sheet and Exhibit
see original docs attached*
PATENT
REEL: 020451 FRAME: 0274

EXHIBIT B**PATENTS**

| Description | Registration or Serial Number | Registration or Filing Date |
|--|--------------------------------------|------------------------------------|
| Policy distribution point for setting up network-based services | 7134013 | 11-7-06 |
| System and method for setting up user self-activating network-based services | 7024470 | 4-4-06 |
| Policy distribution point for setting up network-based services | 11/527448 (20070022187) | 9-26-06 |
| System and method for setting up user self-activating network-based services | 11/343254 (20060149830) | 1-27-06 |
| Initiation module for initiating network-based services | 10/384268 (20030191826) | 3-7-03 |
| Single sign-on for multiple network-based services | 10/357852 (20030159072) | 2-2-03 |
| Broadband network service delivery method and device | 09/852708 (20020169858) | 5-11-01 |

USPTO

2/5/2008 12:27:39 PM

PAGE

5/009

Fax Server

O: JENNIFER HOWARD COMPANY: SQUARE 1 BANK

01/31/2008 THU 15:56 FAX 9193143110 Square1Bank

002/007

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 30, 2007 by and between SQUARE 1 BANK ("*Bank*") and ATREUS SYSTEMS, INC., a Delaware corporation, Atreus Systems, Corp., a Canadian company, Atreus System Limited, a Delaware corporation, and Atreus Holding Corp., a Delaware corporation (individually "*Grantor*", or collectively "*Grantors*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "*Loans*") to Atreus Systems, Inc. (the "*Borrower*") in the amounts and manner set forth in that certain Loan and Security Agreement dated November 3, 2006, which has been subsequently amended and restated by and through the Amended and Restated Loan and Security Agreement by and between Bank and Borrower dated of even date herewith (collectively, as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Pursuant to the terms of those certain General Security Agreements dated as of November 3, 2006 (the "*Third Party Security Agreements*"), Atreus Holding Corp. and Atreus System Limited (the "*Securing Grantors*") have granted to Bank a security interest in all of the Securing Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral and pursuant to the terms of that certain Guaranty dated as of November 3, 2006 (the "*Guaranty*"), the Securing Grantors have guaranteed the performance of all of Borrower's Obligations under the Loan Agreement.

C. Bank is willing to enter into the Amended and Restated Loan and Security Agreement and to make the Loans described therein to Borrower, but only upon the condition, among others, that the Grantors shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantors under the Loan Agreement, the Guaranty and the Third Party Security Agreements.

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 their obligations under the Loan Agreement, the Guaranty, the Third Party Security Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, Grantors hereby represent, warrant, covenant and agree as follows:

AGREEMENT

To secure their Obligations under the Loan Agreement, the Guaranty, the Third Party Security Agreement and under any other agreement now existing or hereafter arising between Bank and Grantors, Grantors grant and pledge to Bank a security interest in all of Grantors' right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future

USPTO

2/5/2008 12:27:39 PM

PAGE

6/009

Fax Server

TO: JENNIFER HOWARD COMPANY: SQUARE 1 BANK

01/31/2008 THU 15:56 FAX 9193143110 Square1Bank

003/007

infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement, the Guaranty and the Third Party Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Guaranty, the Third Party Security Agreement, the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Guaranty, the Third Party Security Agreement, the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Guaranty, the Third Party Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantors have registered or filed an application with either the United States Patent and Trademark Office, the United States Copyright Office, or the Canadian Intellectual Property Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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

Address of Grantors:
1130 Morrison Drive, Suite 300
Ottawa, Ontario

GRANTORS:

ATREUS SYSTEMS CORP.

By: [Signature]
Title: CEO

ATREUS SYSTEM LIMITED

By: [Signature]
Title: CEO

ATREUS HOLDING CORP.

USPTO

2/5/2008 12:27:39 PM

PAGE

7/009

Fax Server


O:JENNIFER HOWARD COMPANY:SQUARE 1 BANK

01/31/2008 THU 15:56 FAX 9193143110 Square1Bank

004/007

By:  Joe Boria
Title: CFO

Address of Bank:
406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

BANK:
SQUARE 1 BANK
By: 
Title: VP

USPTO

2/5/2008 12:27:39 PM

PAGE

8/009

Fax Server

O: JENNIFER HOWARD COMPANY: SQUARE 1 BANK

01/31/2008 THU 15:56 FAX 9193143110 Square1Bank

005/007

EXHIBIT A
COPYRIGHTS

| Description | Registration Number | Registration Date |
|-------------|------------------------|----------------------|
| NONE | | |

USPTO

2/5/2008 12:27:39 PM

PAGE

4/009

Fax Server

O: JENNIFER HOWARD COMPANY: SQUARE 1 BANK

01/31/2008 THU 15:56 FAX 9193143110 Square1Bank

006/007

EXHIBIT B**PATENTS**

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Publication Date</u> |
|--|---|---|
| Policy distribution point for setting up network-based services | 7134013 | 11-7-06 |
| System and method for setting up user self-activating network-based services | 7024470 | 4-4-06 |
| Policy distribution point for setting up network-based services | 20070022187 | 1-25-07 |
| System and method for setting up user self-activating network-based services | 20060149830 | 7-6-06 |
| Initiation module for initiating network-based services | 20030191826 | 10-9-03 |
| Single sign-on for multiple network-based services | 20030159072 | 8-21-03 |
| Broadband network service delivery method and device | 20020169858 | 11-14-02 |

USPTO

2/5/2008 12:27:39 PM

PAGE

9/009

Fax Server

O: JENNIFER HOWARD COMPANY: SQUARE 1 BANK

01/31/2008 THU 15:57 FAX 9193143110 Square1Bank

007/007

EXHIBIT C
TRADEMARKS

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|-------------------------------------|---|---|
| ATREUS XAUTHORITY | 2877240 | 8-24-04 |
| ATREUS SYSTEMS | 2809918 | 2-3-04 |
| ATREUS SYSTEMS | 2807741 | 1-27-04 |
| FILL YOUR PIPES | 2809685 | 2-3-04 |
| ATREUS GUESTLINK | 2733738 | 7-8-03 |
| | | |
| ATREUS SYSTEMS* | TMA583,476 | 6-11-03 |
| ATREUS SYSTEMS AND DESIGN* | TMA591,836 | 10-8-03 |
| ATREUS GUESTLINK* | TMA572,715 | 12-20-02 |
| ATREUS XAUTHORITY* | TMA583,478 | 6-11-03 |
| FILL YOUR PIPES* | TMA583,634 | 6-12-03 |
| GUESTLINK* | TMA572,695 | 12-19-02 |
| POWERED BY ATREUS SYSTEMS & DESIGN* | TMA589,368 | 9-10-03 |

Canadian marks