

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ceon Corporation	11/23/2007
RECEIVING PARTY DATA	
Name:	Convergys Information Management Group, Inc.
Street Address:	201 East Fourth Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5594792
CORRESPONDENCE DATA	
Fax Number:	(513)651-6981
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(513) 651-6800
Email:	lspore@fbtlaw.com
Correspondent Name:	Linda E. Spore
Address Line 1:	2200 PNC Center
Address Line 2:	201 East Fifth Street
Address Line 4:	Cincinnati, OHIO 45202-4182
ATTORNEY DOCKET NUMBER:	1160204/0553090
NAME OF SUBMITTER:	Linda E. Spore
Total Attachments: 25 source=Intellectual Property Security Agreement#page1.tif source=Intellectual Property Security Agreement#page2.tif source=Intellectual Property Security Agreement#page3.tif source=Intellectual Property Security Agreement#page4.tif	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. **Grant of Security Interest.** CEON CORPORATION ("Debtor"), for valuable consideration, receipt of which hereby is acknowledged, hereby transfers, assigns and pledges to CONVERGYS INFORMATION MANAGEMENT GROUP INC. ("Secured Party"), and enters into this Intellectual Property Security Agreement (the "Agreement") and grants to Secured Party, a security interest in all of Debtor's right, title and interest in, to and under the following collateral, wherever located, whether now existing and hereafter arising or coming into existence (the "Collateral"):

1.1 Schedule A sets forth a complete list of (a) all United States and foreign letters patent, pending patent applications and registration certificates (including a brief description of the subject matter thereof, the jurisdiction, the date of issue or filing and the patent or application number) owned by the Company (all of the foregoing being herein referred to as the "Patents"), (b) all United States and foreign trade names, trademark and service marks and applications therefor (including a description of the goods or services associated therewith) and all past and present registrations and pending registration applications for a trade name, trademarks or service mark (including the jurisdiction, the date of issue or filing, present status and the registration or application number) owned by the Company (all of the foregoing being herein referred to as the "Trademarks"), (c) all United States and foreign copyright registrations (including a brief description of the subject matter thereof, the jurisdiction, the effective date of copyright and the number of any registration) owned by the Company (all of the foregoing being herein referred to as the "Copyrights"), (d) all source code; (which items described in subclauses (a) through (d) above and all trade secrets and other confidential or proprietary information, inventions, technologies and know-how owned by the Company, including without limitation inventions which may be patentable or for which patent applications are now being prepared or contemplated, together with the goodwill associated therewith, are collectively referred to as the "Intellectual Property") and (e) all assignments, licenses or other agreements pertaining to any of the Intellectual Property, used by the Company or its subsidiary in the operations and conduct of their businesses (collectively, the "Licenses");

1.2 all rights to sue and other claims for past, present and future infringements and/or misappropriations of any of such Trademarks, Patents or Copyrights or dilution thereof, or for injury to the good will associated therewith;

1.3 all income, damages and other amounts payable of any kind under or with respect to any of the foregoing, including, without limitation, royalty fees, proceeds of infringement suits and other amounts of any kind; and

1.4 all proceeds and products of the foregoing, in whatever form the same may be, for the purpose of securing the payment and the satisfaction of all of the following ("Obligations"): all loans, advances, debts, liabilities, obligations, covenants and duties owing to Secured Party from Debtor of any kind or nature, present or future, whether or not evidenced by any note, guaranty or other instrument arising under (i) that certain Secured Promissory Note by

and between Debtor and Secured Party dated November 23, 2007 (the "Primary Note") and (ii) that certain Agreement by and between Secured Party, Debtor and certain third parties dated as of November 23, 2007 (the "Investment Agreement")(excluding for purposes of this Agreement Article III thereof); and, as to all of the foregoing, including any amendments, modifications, or superseding documents to each of the foregoing; and all charges, expenses, fees, including but not limited to reasonable attorneys' fees, and any other sums chargeable to Debtor under any of the same.

2. Collateral Assignment.

2.1 In addition to, and not in limitation of, the grant of the security interest in the Patents, Trademarks, Copyrights and Licenses in Section 1 above, Debtor hereby grants, assigns, transfers, conveys and sets over to Secured Party, Debtor's entire right, title and interest in and to the Patents, Trademarks, Copyrights and Licenses; provided that such grant, assignment, transfer and conveyance will become effective only at the election of Secured Party and after the occurrence of an Event of Default (as defined below) that is continuing at the time of the election. Debtor hereby agrees that after the effectiveness of such grant, assignment, transfer and conveyance of any of the Patents, Trademarks, Copyrights and Licenses, the use by Secured Party of any such Patents, Trademarks, Copyrights and Licenses will be without any liability for royalties or other related charges from Secured Party to any Debtor.

2.2 In addition, Debtor has executed in blank and delivered to Secured Party an assignment of license and federally registered patents, trademarks and copyrights (the "IP Assignment") owned by it in the form of the attached Exhibit A hereto. Debtor hereby authorizes Secured Party to complete as Assignee and record with the United States Patent and Trademark Office (the "Patent and Trademark Office") and the United State Copyright Office (the "Copyright Office") each IP Assignment upon the occurrence of an Event of Default that is continuing at the time of filing.

3. General Representations and Warranties. Debtor hereby reaffirms and remakes those representations and warranties contained in Sections 4.1(e) and 4.1(k) of the Investment Agreement, including any related Schedule associated therewith, as such representations and warranties apply to this Agreement, the provisions hereof and the collateral described herein.

3.1 Debtor has the requisite corporate power and authority to execute, deliver and perform this Agreement, and this Agreement is the legal, valid and binding obligation of Debtor, enforceable in accordance with its terms.

4. Covenants. Debtor covenants and agrees as follows:

4.1 Debtor will furnish to Secured Party within three months of acquiring or becoming aware of such ownership interest, and not less frequently than upon each anniversary of execution of this Agreement, statements and schedules identifying and describing any change, including but not limited to additions and/or deletions in the Collateral, and such other reports in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail, and includes a detailed explanation of any deletions therefrom.

4.2 Debtor (either itself or through its licensees) will: (a) continue to properly use and maintain each Trademark that is material to Debtor's business in full force and free from any claim of abandonment for non-use, (b) maintain, as in the past, the quality of products and services offered under such Trademark, (c) employ such Trademark with the appropriate notice of application or registration, and (d) not, and not permit any licensee or sublicensee thereof to, do any act or knowingly omit to do any act whereby such Trademark may become invalidated without the consent of the Secured Party, not to be unreasonably withheld.

4.3 Debtor will not do any act, or omit to do any act, whereby any Patent or Copyright may become abandoned, part of the public domain or otherwise unenforceable without the consent of the Secured Party, not to be unreasonably withheld.

4.4 Debtor will notify Secured Party immediately if Debtor knows or has reason to know that any application or registration relating to any Patent, Copyright or Trademark may become abandoned, invalid, or otherwise unenforceable, or of any adverse determination or development, including but not by way of limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or Copyright Office or any court, regarding the ownership of any part of the Collateral, its right to register the same, or to keep, use, enforce and/or maintain the same.

4.5 If at any time after the date of this Agreement, Debtor obtains rights to any new or additional Collateral, or becomes entitled to the benefit of any application or registration for any re-issue, division, re-examination, continuation-in-part, continuation, renewal or extension of any Collateral or any improvements, adaptations or derivations on any Collateral, the provisions of this Agreement will automatically apply thereto and Debtor will give to Secured Party prompt written notice thereof. Debtor authorizes Secured Party to modify this Agreement by adding from time to time an Exhibit B, which Exhibit B will include any such future Collateral and applications, and Debtor will execute and deliver to Secured Party from time to time such supplemental assignments or other instruments as Secured Party may desire for the purpose of confirming and perfecting Secured Party's interest in such Collateral. In no event will Debtor, either itself or through any agent, employee, licensee or designee, file an application for the issuance of any patent or the registration of any trademark with the United States Patent and Trademark Office, or for any copyright registration with the United States Copyright Office, or any office or agency of the United States or any State thereof or of any other country or any political subdivision thereof, unless it promptly informs Secured Party, and, upon request of Secured Party, executes and delivers any and all agreements, instruments, documents, and papers as Secured Party may request to evidence and perfect Secured Party's security interest in such Collateral for which registration has been applied and the good will and other intellectual property and related general intangibles of Debtor relating thereto or represented thereby, and Debtor hereby constitutes Secured Party as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest and irrevocable until the Obligations are indefeasibly paid in full and this Agreement is terminated.

4.6 Debtor will take all necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any appropriate office or agency in any state or in any other country or any political

subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Collateral, including, without limitation, filing of applications for renewal, payment of maintenance fees, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.

4.7 If any of the Collateral is infringed, misappropriated, diluted or otherwise used without authorization by a third party, Debtor will promptly notify Secured Party after Debtor learns thereof and will take such actions as Secured Party reasonably deems appropriate under the circumstances to protect such Collateral to the extent reasonably necessary to preserve the value of the Debtor's assets as a whole.

4.8 Debtor, at its sole cost and expense, will (a) appear in and defend any action arising out of, or in any manner connected with, any of the Collateral or the obligations or liabilities of Debtor thereunder, (b) continue to use consistent standards of quality in its manufacture of products sold under the Collateral, and (c) allow Secured Party by its agents reasonable access to the books and records of Debtor relating to the Collateral.

4.9 Debtor will not (a) sell, assign, pledge or otherwise transfer or encumber all or any part of its interest in any of the Collateral, (b) grant any license under any of the Collateral (other than licenses to marketing, distribution agents and others in the ordinary course of business consistent with past practices), or (c) enter into any agreement which is inconsistent with Debtor's obligations under this Agreement; provided that Debtor may license the Collateral (i) in the ordinary course of Debtor's business; or (ii) in connection with a sale of assets expressly permitted by the Secured Party. Secured Party will execute any documents that Debtor may reasonably require in order to permit Debtor to exercise its rights hereunder to license the Collateral; provided that in no event will Secured Party be required to do anything that may, in the reasonable judgment of Secured Party, result in adversely affecting the lien granted hereunder.

5. **Payment of Expenses by Secured Party.** At its option, Secured Party may discharge taxes, liens, security interests and other encumbrances as may attach to the Collateral and may pay for the maintenance and preservation of the Collateral, as reasonably determined by Secured Party to be necessary. Debtor will reimburse Secured Party on demand for any payment so made or any expense so incurred by Secured Party pursuant to the foregoing authorization, and the Collateral also will secure any advances or payments so made or expenses so incurred by Secured Party.

6. **Collections.** After the occurrence of an Event of Default, if directed by Secured Party, whenever Debtor receives any payment with respect to any of the Collateral it will hold such payment in trust for Secured Party and forthwith will deliver to Secured Party the same in the form received by Debtor without commingling with any funds belonging to Debtor, and promptly will deposit the same in a special collateral account with Secured Party.

7. **Financing Statements.** Debtor authorizes Secured Party to file one or more financing statements or other documents, as deemed necessary or desirable by Secured Party (including but not limited to any correction statements as set forth more fully in UCC Section 9-518), which financing statements list or otherwise describes the Collateral. Debtor hereby

ratifies any filing by Secured Party that predates the date of this Agreement but that was intended to perfect the security interest granted hereby.

8. **Receiver.** Upon or at any time after the occurrence of an Event of Default, Secured Party may request the appointment of a receiver of the Collateral. Such appointment may be made without notice, and without regard to (a) the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the Obligations; and (b) the value of the Collateral at such time. Such receiver will have the power to take possession, control and care of the Collateral and to collect all accounts resulting therefrom.

9. **Default.**

9.1 Upon the occurrence of (herein referred to as an "Event of Default"): (a) any Event of Default as defined in any of the documents evidencing any of the Obligations, or (b) any material default under any of such documents that do not have a defined set of "Events of Default" and following a 30-day cure period with respect thereto, Secured Party may exercise any one or more of the rights and remedies granted pursuant to this Agreement or given to a secured party under applicable law, as it may be amended from time to time, including but not limited to: (i) the right to take possession and sell, lease or otherwise dispose of the Collateral; (ii) at its option, operate, use or exercise any rights of ownership pertaining to the Collateral as Secured Party deems necessary to preserve the value and receive the benefits of the Collateral; (iii) exercise any and all rights and remedies of Debtor under, in connection with, or otherwise in respect of, the Collateral, including the completion and filing of the IP Assignment; and (iv) license the Collateral or any part thereof. Upon the occurrence of an Event of Default, Secured Party may, so far as Debtor can give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated and take possession of and remove the same therefrom. Secured Party may require Debtor to make the Collateral available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties.

9.2 Debtor further agrees that, in the event of any disposition of the Collateral upon an Event of Default, Debtor will duly execute, acknowledge and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of registrations and/or applications for registration of all Trademarks, Copyrights and Patents. Debtor hereby irrevocably appoints Secured Party as its attorney-in-fact, with full power of substitution, to execute, deliver, and record such documents on Debtor's behalf upon the occurrence of an Event of Default. For the purposes of enabling Secured Party to exercise its rights and remedies upon an Event of Default, Debtor hereby grants to Secured Party an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Debtor) to use, assign, license or sublicense any of the Collateral, now owned or hereafter acquired by Debtor, and wherever the same may be located.

9.3 The net proceeds arising from the disposition of the Collateral after deducting expenses incurred by Secured Party will be applied to the Obligations in the order determined by Secured Party. If any excess remains after the discharge of all of the Obligations, the same will be paid to Debtor or as required by law. If, after exhausting all of the Collateral,

there should be a deficiency, Debtor will be liable therefor to Secured Party; provided, however, that nothing contained herein will obligate Secured Party to proceed against the Collateral prior to making a claim against Debtor or any other party obligated under the Obligations or prior to proceeding against any other collateral for the Obligations.

9.4 Whenever notice is required by law to be sent by Secured Party to Debtor of any sale, lease or other disposition of the Collateral, 10 days written notice sent to Debtor's address set forth herein for notices will be reasonable.

9.5 The rights and remedies provided herein are cumulative and are not exclusive of any other rights or remedies provided by applicable law.

10. **Enforcement Actions.** To the extent permitted by applicable law, Secured Party may, but will in no way be obligated to, bring suit in its own name to enforce the Collateral and any license thereunder. If Secured Party elects to bring any such suit in its own name, Debtor will at the request of Secured Party do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement, including but not limited to joining with Secured Party in the commencement and maintenance of such suit, and agreeing to be named as a party therein, and Debtor will promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Section.

11. **Secured Party's Duties.** The powers conferred on Secured Party hereunder are solely to protect the interest of Secured Party in the Collateral, and will not impose any duty upon Secured Party to exercise any such powers. Except for the safe custody of any Collateral in Secured Party's possession and the accounting for moneys actually received by Secured Party hereunder, Secured Party will have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Collateral. Secured Party will be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Secured Party accords its own similar property.

12. **Obligations, Indemnifications, and Expenses.** If Debtor fails to comply with any of its obligations hereunder, Secured Party may, but will not be obligated to, do so at the expense of Debtor. To the extent that Secured Party incurs any costs or expenses in protecting or enforcing its rights in the Collateral or observing or performing any of the conditions or obligations of Debtor hereunder, including but not limited to reasonable attorneys' fees and the costs and expenses of litigation, such costs and expenses will be due on demand, will be included in the Obligations secured hereby and will bear interest from the incurring or payment thereof at the highest default rate as defined in any of the Obligations. Debtor will indemnify and hold Secured Party harmless against (a) all expenses, liabilities, losses and damages that Secured Party may incur with respect to the Collateral or under or by reason of this Agreement, and (b) all claims and demands whatsoever that may be asserted against Secured Party by reason of this Agreement or any act of Secured Party under this Agreement or with respect to any of the Collateral.

13. Secured Party's Power of Attorney. Debtor hereby irrevocably constitutes and appoints Secured Party, and any officer thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor or in its name, from time to time in Secured Party's discretion for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, Debtor hereby gives Secured Party the power and right, on behalf of Debtor, either before or after an Event of Default, and without notice to or assent by Debtor, to do the following:

13.1 to receive payment of, endorse, and receipt for, any and all monies, claims and other amounts due and to become due at any time in respect of or arising out of the Collateral;

13.2 to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect any of the Collateral and to enforce any other right in respect of the Collateral;

13.3 to settle, compromise or adjust any suit, action or proceeding described above, and, in connection therewith, to give such discharges or releases as Secured Party may deem appropriate;

13.4 to execute, in connection with the sale provided for in Section 14 hereof, any endorsement, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

13.5 generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect or preserve the Collateral and Secured Party's security interest and rights therein in order to effect the intent of this Agreement, all as fully and effectively as Debtor might do.

Debtor hereby ratifies all that such attorneys will lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest, will be irrevocable and will terminate only upon payment in full of the Obligations and the termination of all financing arrangements relating thereto and this Agreement. The powers conferred upon Secured Party hereunder are solely to protect Secured Party's interests in the Collateral and will not impose any duty upon it to exercise any such powers. Secured Party will have no obligation to preserve any rights of any third parties in the Collateral or to perform any duties or obligations of Debtor under or with respect to any of the Collateral. Secured Party will be accountable only for amounts that it actually receives as a result of the exercise of such powers, and none of it, any of its affiliates or any of its agents will be responsible to Debtor for any action taken or omitted to be taken in good faith or in reliance on the advice of counsel except for its own gross negligence or willful misconduct.

14. General.

14.1 Waiver. No delay or omission on the part of Secured Party to exercise any right or power arising from any Event of Default will impair any such right or power or be considered a waiver of any such right or power or a waiver of any such Event of Default or an acquiescence therein nor will the action or non-action of Secured Party in case of such Event of Default impair any right or power arising as a result thereof or affect any subsequent Event of Default or any other Event of Default of the same or a different nature.

14.2 Notices. All notices, demands, requests, consents or approvals required hereunder will be in writing and will be conclusively deemed to have been received by a party hereto and to be effective on the day on which delivered personally to such party, or sent by telecopy (followed by written confirmation) or by overnight courier service, or by certified or registered mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below or to such other address as any party may give to the other in writing for such purpose:

To Secured Party: Convergys Information Management Group Inc.
 Attention: President
 201 East Fourth Street
 Cincinnati, Ohio 45202

To Debtor: CEON Corporation
 Attention: CEO
 1600 Seaport Boulevard, Suite 160
 Redwood City, California 94063

All such communications, if personally delivered, will be conclusively deemed to have been received by a party hereto and to be effective when so delivered, or if sent by telecopy on the day on which transmitted, or if sent by overnight courier service, on the day after deposit thereof with such service, or if sent by certified or registered mail, on the third business day after the day on which deposited in the mail.

14.3 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of Debtor and Secured Party and their respective successors and assigns; provided, however, that Debtor may not assign this Agreement in whole or in part without the prior written consent of Secured Party, and Secured Party at any time may assign this Agreement in whole or in part, but only in connection with the concurrent assignment to the same assignment of rights to any Obligations. All references herein to "Debtor" and "Secured Party" will be deemed to apply to Debtor and Secured Party and their respective successors and assigns.

14.4 Modifications. No modification or waiver of any provision of this Agreement nor consent to any departure by Debtor therefrom, will be established by conduct, custom, or course of dealing; and no modification, waiver or consent will in any event be effective unless the same is in writing and specifically refers to this Agreement, and then such waiver or consent will be effective only in the specific instance and for the purpose for which

given. No notice to or demand on Debtor in any case will entitle Debtor to any other or further notice or demand in the same, similar or other circumstance.

14.5 Illegality; Severability. If fulfillment of any provision hereof, at the time performance of such provision is due, involves transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled will be reduced to the limit of such validity; and if any clause or provisions herein contained other than the provision hereof pertaining to the repayment of the Obligations operates or would prospectively operate to invalidate this Agreement, in whole or in part, then such claims or provisions only will be void, as though not contained herein, and the remainder of this Agreement will remain operative and in full force.

14.6 Gender, etc. Whenever used herein, the singular number will include the plural, the plural the singular and the use of the masculine, feminine or neuter gender will include all genders.

14.7 Headings. The headings in this Agreement are for convenience only and will not limit or otherwise affect any of the terms hereof.

14.8 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

14.9 Definitions. Capitalized terms used herein and not otherwise defined will be given the definitions set forth in the Uniform Commercial Code in force and effect in the State indicated in the Governing Law section of this Agreement

14.10 Governing Law. This Agreement has been delivered and accepted at and will be deemed to have been made at Cincinnati, Ohio and will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Ohio, without regard to conflicts of law principles.

14.11 Jurisdiction. *Debtor hereby irrevocably agrees and submits to the exclusive jurisdiction of any state or federal court located within Hamilton County, Ohio, or, at the option of Secured Party in its sole discretion, of any state or federal court(s) located within any other county in the State of Ohio in which Secured Party at any time or from time to time chooses in its sole discretion to bring an action or otherwise exercise a right or remedy, and Debtor waives any objection based on forum non conveniens and any objection to venue of any such action or proceeding. Debtor hereby irrevocably consents to all service of process be made by certified mail directed to Debtor at its address set forth herein for notice and service so made will be deemed to be completed the earlier of Debtor's actual receipt thereof or five business days after the same has been deposited in U.S. Mail, postage prepaid. Nothing contained herein shall prevent the Secured Party from serving process in any other manner permitted by law.*

14.12 Waiver of Jury Trial. The parties hereto each waive any right to trial by jury in any action or proceeding relating to this Agreement, the Obligations, the Collateral, or any actual or proposed transaction or other matter contemplated in or relating to any of the foregoing.

[Signature Page Follows]

Signed as of November 23, 2007.

DEBTOR:

CEON CORPORATION

By: _____

Print Name: Peter Burke

Title: Chief Executive Officer

SECURED PARTY:

**CONVERGYS INFORMATION
MANAGEMENT GROUP INC.**

By: *Timothy P. Breen*

Print Name: Tim Breen

Title: Senior Vice President

Signed as of November 23, 2007.

DEBTOR:

CEON CORPORATION

By: Peter BL

Print Name: Peter Burke

Title: Chief Executive Officer

SECURED PARTY:

**CONVERGYS INFORMATION
MANAGEMENT GROUP INC.**

By: Timothy P. Breen

Print Name: Tim Breen

Title: Senior Vice President

SCHEDULE A

PATENTS

The Company has the following issued patent and pending patent applications:

File #	Country	Title	Filing date	Issue date	Status - Publication No.
P001	USA	M&A For Modeling And Emulating Devices In A Network Of Telecommunication Systems	Jan 28th 1994	Jan 14th 1997	Issued - Patent No. 5,594,792
P001AU	Australia	M&A For Modeling And Emulating Devices In A Network Of Telecommunication Systems	March 15th 1994	Feb 4th 1997	Issued - Patent No. 680289
P001CA	Canada	M&A For Modeling And Emulating Devices In A Network Of Telecommunication Systems	Oct 25th 1994	Oct 17th 2000	Issued - Patent No. 2134287
P001GB	Great Britain	M&A For Modeling And Emulating Devices In A Network Of Telecommunication Systems	Sept 1st 1994	June 16th 1998	Issued - Patent No. 2286070
P002	USA	Automatic Generation Of Reconfiguration Scripts For Telecommunication Devices	Feb 5th 1997	June 20th 2000	Issued - Patent No. 6,078,741
P002AU	Australia	Automatic Generation Of Reconfiguration Scripts For Telecommunication Devices	Jan 29th 1998	Dec 20th 2001	Issued - Patent no. 742324
P002CA	Canada	Automatic Generation Of Reconfiguration Scripts For Telecommunication Devices	Jan 29th 1998	Feb 26th 2002	Issued - Patent no. 2280500
P002GB	Great Britain	Automatic Generation Of Reconfiguration Scripts For Telecommunication Devices	Jan 29th 1998	Nov. 20th 2001	Issued - Patent No. 2337409
P002PCT		Automatic Generation Of Reconfiguration Scripts For Telecommunication Devices			Entered National Phase
	USA	Apparatus And Method For Supplying A Telecommunications Product Offering	July 19th 2007	N/A	Filed - 11/780,418

TRADEMARKS

The Company has the following issued trademarks and trademarks applications pending:

Mark	Country	Serial No. (Filing Date) MM-DD- YYYY	Registration No. (Reg. Date) MM- DD-YYYY	Class(es)	Status	LFHS No.
CEON CORPORATION	US	75/796,566 (09-10- 1999)	2,652,255 (11-19-2002)	38	Registered	30292- 2-T01
CEON	US	75/870,865 (12-13- 1999)	2,784,540 (11-18-2003)	9	Registered	30292- 2-T03
CEON LOGO DESIGN	US	76/222,694 (03-09- 2001)	2,682,507 (02-04-2003)	9, 38	Registered	30292- 2-T04
CEON	US	75/858,393 (11-26- 1999)	2,805,174 (01-13- 2004)	9, 38	Registered	30292- 2-T05
FIRSTTEL	AU	767688 (07-15- 1998)	767688 (12- 18-1998)	9	Registered	30292- 2-T06
NETEXPRESS	CTM	0008773 16 (07-15- 1998)	0008773 16 (10-30-200)	9, 16	Registered	30292- 2-T07
FIRSTTEL	CTM	000742171 (02-09- 1998)	000742171 (10-29-1999)	9	Registered	30292- 2-T09
CEON CORPORATION	CTM	001431360 (12-20- 1999)	001431360 (04-18-2001)	9, 38	Registered	30292- 2-T10

CEON	CTM	001519495	001519495	9, 38	Registered	30292-2-T11
NETEXPRESS	AU	767687 (07-15-1998)	767687 (10-05-2000)	9	Registered	30292-2-T12
ITS ON	US	75/692,958 (04-26-1999)	2,462,487 (06-19-2001)	9	Registered	30292-2-T14
NETEXPRESS	US	75/427,193	2,262,541 (07-20-1999)	9	Registered	30292-2-T15
FIRSTTEL & DESIGN	US	75/427,262 (02-02-1998)	2,271,738 (08-24-1999)	9	Registered	30292-2-T16

SOURCE CODE

The Company has source code for the following products:

1. Product Control Center 1.5
2. Intelligent Order Manager 6.0
3. Intelligent Activation Server 6.0

EXHIBIT A

ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS, TRADE SECRETS, AND LICENSES

THIS ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS, TRADE SECRETS, AND LICENSES (this "Agreement") is made as of November 23, 2007 by **CEON CORPORATION** ("Debtor") in favor of **CONVERGYS INFORMATION MANAGEMENT GROUP INC.** ("Secured Party"). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Loan Agreement.

1. **Recitals.**

- 1.1 Debtor has issued to Secured Party that certain Secured Promissory Note dated as of November 23, 2007 (as from time to time amended, modified, supplemented, restated, amended and restated, substituted, refinanced or replaced, the "Primary Note").
- 1.2 Debtor has entered into an Intellectual Property Security Agreement (the "IP Security Agreement") dated as of November 23, 2007 pursuant to which Debtor has granted to Secured Party a security interest in the Patents, Trademarks, Copyrights and Licenses as such terms are defined therein to secure the Obligations (as defined in the IP Security Agreement).
- 1.3 Debtor (a) has adopted and used and is using the Trademarks, or is the owner of the registrations of and pending registration applications for such Trademarks in the United States Patent and Trademark Office as set forth on Schedule A thereto; (b) is the owner of the Patents as set forth on Schedule A to the IP Security Agreement; (c) is the owner of and uses the Copyrights set forth on Schedule A thereto; and (d) is a party to and has rights under the Licenses described therein (the Patents, Trademarks, Copyrights and Licenses will be collectively referred to as the "Collateral").
- 1.4 Secured Party desires to acquire the Patents, Trademarks, Copyrights, the Licenses and the registrations thereof and registration applications therefor, as applicable, in connection with the exercise of its remedies after the occurrence of an Event of Default under the Primary Note.

2. **Agreement.**

- 2.1 For good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby assign, sell and transfer unto Secured Party all right, title and interest in and to the Patents, Trademarks, Copyrights and Licenses, together with (i) the registrations of and registration applications therefor, and/or issued patents and applications therefor, as applicable, (ii) the goodwill of the business

symbolized by and associated with the Trademarks and the registrations thereof, (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Patents, Trademarks, Copyrights, or the registrations thereof or such associated goodwill, and (iv) all rights of each Debtor to enforce all Licenses.

- 2.2 Debtor hereby grants to Secured Party, and notice is hereby given that each Debtor has granted to Secured Party, a first priority security interest in the Collateral to secure the payment and performance in full of all Obligations (as defined in the IP Security Agreement or Primary Note) and all obligations of Debtor under the IP Security Agreement, the Primary Note and any other documents.
- 2.3 This Assignment is intended to and shall take effect as a sealed instrument at such time as Secured Party will complete this instrument by signing its acceptance of this Assignment below.

Signature page follows.

IN WITNESS WHEREOF, the parties have duly executed this Assignment of Patents, Trademarks, Copyrights, Trade Secrets, and Licenses on the day and year first written above.

DEBTOR:

CEON CORPORATION

By: _____

Name: Peter Burke

Title: Chief Executive Officer

The foregoing assignment of the Patents, Trademarks, Copyrights, Trade Secrets, and Licenses and the registrations thereof and registration applications therefor by Debtor is hereby accepted as of the 23rd day of November, 2007.

SECURED PARTY:

**CONVERGYS INFORMATION
MANAGEMENT GROUP INC.**

By: _____

Name: Tim Breen

Title: Senior Vice President

EXHIBIT B

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "Supplement") dated as of _____, _____, is made by and between **CEON CORPORATION** ("Debtor"), and **CONVERGYS INFORMATION MANAGEMENT GROUP INC.** ("Secured Party") now or hereafter party to the Secured Promissory Note dated as of November 23, 2007, among Debtor and Secured Party (as from time to time amended, modified, supplemented, restated, amended and restated, substituted, refinanced or replaced, the "Primary Note"). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the IP Security Agreement (as defined below).

1. **Recitals.**

- 1.1 Debtor is required under the terms of the Primary Note and that certain Intellectual Property Security Agreement dated as of November 23, 2007 by Debtor in favor of Secured Party (as from time to time amended, modified, supplemented, restated, amended and restated, substituted, refinanced or replaced, the "IP Security Agreement") to cause certain intellectual property owned by it and listed on Schedules to this Supplement (the "Additional Collateral") to become subject to the IP Security Agreement.
- 1.2 A material part of the consideration given in connection with and as an inducement to the execution and delivery of the Primary Note by Secured Party and the execution and delivery of that certain Agreement dated as of November 23, 2007 by and between the Debtor, the Secured Party and certain third parties (the "Investment Agreement") was the obligation of Debtor to grant a security interest in the assets described herein to Secured Party, whether then owned and not required to be subject to a pledge or subsequently acquired or created.
- 1.3 Secured Party has required Debtor to grant to Secured Party a security interest in the Additional Collateral in accordance with the terms of the Primary Note, the Investment Agreement and the IP Security Agreement.

2. **Agreement.** Debtor hereby agrees as follows with Secured Party:

- 2.1 Debtor hereby affirms and acknowledges the grant of security interest in the Additional Collateral contained in the IP Security Agreement and hereby grants to Secured Party a first priority lien and security interest in the Additional Collateral listed on Schedules and all proceeds thereof.
- 2.2 Debtor hereby acknowledges, agrees and confirms that, by its execution of this Supplement, the Additional Collateral constitute "Collateral" under and is subject to the IP Security Agreement. Each of the representations and warranties with

respect to Collateral contained in the IP Security Agreement and the Investment Agreement is hereby made by Debtor with respect to the Additional Collateral. A revised Schedule to the IP Security Agreement reflecting the Additional Collateral are being delivered herewith to Secured Party.

Debtor has caused this Supplement to be duly executed by its authorized officer as of the day and year first above written.

DEBTOR:

CEON CORPORATION

By: _____

Name: _____

Title: _____

Acknowledged and accepted:

SECURED PARTY:

CONVERGYS INFORMATION MANAGEMENT GROUP INC.

By: _____

Name: _____

Title: _____

SCHEDULE

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