

Form PTO-1595 (Rev. 01-09)
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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)
 AZTEK NETWORKS, INC.

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

2. Name and address of receiving party(ies)
 Name: Square 1 Bank
 Internal Address: Lee Conner
 Street Address: 406 Blackwell Street, Suite 240
 City: Durham
 State: North Carolina
 Country: USA Zip: 27701

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
 Execution Date(s) June 2, 2009

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):
 A. Patent Application No.(s)
61/093874 9-3-08 and others as set forth on Exhibit B

Additional numbers attached? Yes No

This document is being filed together with a new application.
 B. Patent No.(s)

5. Name and address to whom correspondence concerning document should be mailed:
 Name: Lee Conner
 Internal Address: Square 1 Bank
 Street Address: 406 Blackwell Street, Suite 240
 City: Durham
 State: North Carolina Zip: 27701
 Phone Number: 919-314-3099
 Fax Number: 919-354-1278 NEW
 Email Address: loandocsdept@square1bank.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120

Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
 Deposit Account Number 50-3822
 Authorized User Name Lee Conner

9. Signature: Lee Conner HKF
 Signature
 Lee Conner
 Name of Person Signing

6-8-09
 Date

Total number of pages including cover sheet, attachments, and documents: 7

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

CH \$120.00 503822 61093874

EXHIBIT B**PATENTS**

<u>Description</u>	<u>Registration OR Serial Number</u>	<u>Registration OR Filing Date</u>
System for Installation Testing of Telephone Line Terminations	61/093874	9/3/2008
Switch proxy for providing emergency stand-alone service in remote access systems	11/475666	6/27/2006
Switch proxy for providing emergency stand alone service in remote access systems	11/257140	10/24/2005

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 2, 2009 by and between SQUARE 1 BANK ("*Bank*") and AZTEK NETWORKS, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of October 17, 2006 (as the same may be amended, modified or supplemented from time to time, including by that certain Forbearance Agreement and Fourth Amendment to Loan and Security Agreement, of even date herewith, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's 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 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*"). Notwithstanding the foregoing, this grant shall terminate and be of no further force and effect following the date on which Borrower receives at least \$7,500,000 in Cash proceeds from the issuance of its equity securities, on or after the date hereof, to investors acceptable to Bank (and identified as such by Bank in writing).

RECITALS



This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in 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 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 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[SIGNATURE PAGE FOLLOWS]

square 1 bank



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.

GRANTOR:

Address of Grantor:

AZTEK NETWORKS, INC.

2477 55th Street, Suite 202
Boulder, CO 80301

By: Daryl Schubert

Title: CEO

BANK:

Address of Bank:

SQUARE 1 BANK

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

By: [Signature]

Title: AVP

SQUARE 1 BANK



EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

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EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
A AZTEK NETWORKS (and design)	78974187	9/14/2006
A (and design)	3503200	9/16/2008
AZTEK 5000LF	77389081	2/5/2008
EXCHANGE303 (and typed drawing)	2942394	4/19/2005
ACCESS303	2700961	3/25/2003

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