

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
GRIC COMMUNICATIONS, INC.	11/05/1998
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	3001 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	09467551
Application Number:	11860305
CORRESPONDENCE DATA	
Fax Number:	(281)754-4914
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2817580025
Email:	pdelizio@delizogilliam.com
Correspondent Name:	Paige P. DeLizio
Address Line 1:	15201 Mason Road
Address Line 2:	Suite 1000-312
Address Line 4:	Cypress, TEXAS 77433
ATTORNEY DOCKET NUMBER:	2062.037US2 AND 3
NAME OF SUBMITTER:	Paige P. DeLizio

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 5, 1998 by and between SILICON VALLEY BANK ("Bank") and GRIC Communications, Inc. ("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 November 5, 1998 (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 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.

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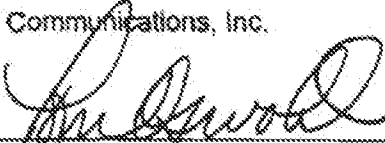
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

GRIC Communications, Inc.

1421 McCarthy Boulevard
Milpitas, CA 95035

By: 

Title: SVP, CFO

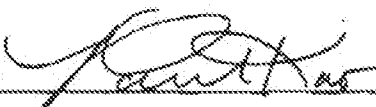
Attn: General Counsel

BANK:

Address of Bank:

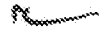
SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: 

Title: ASSISTANT VICE PRESIDENT

Attn: _____

November 5, 1998 

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EXHIBIT A

Copyrights

Borrower has no registered copyrights

EXHIBIT B

Patents

On October 9, 1996, Borrower filed a patent application with the U.S. P.T.O for "Apparatus and Method for Authorizing Remote Internet Access," which has been assigned Serial No. 08/727,996. The application has not yet been adjudicated.

On October 10, 1997, Borrower filed a patent application for "Internet Settlement System," which has been assigned Serial No. 08/949,068. The application has not yet been adjudicated.

No patent filings have been made outside the United States.

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EXHIBIT C

Trademarks

Borrower has made trademark filings for the mark "GRIC" in the U.S. and several foreign jurisdictions. No filings have been made for any of Borrower's other marks.

In the U.S., an application to register the GRIC mark was filed in the name of Airquest Corporation on January 23, 1997. A request to record the change of name to GRIC Communications, Inc. was filed on March 17, 1998 and the name change was recorded with the Assignment Branch as of March 19, 1998 (Frame No. 1707-0206). Borrower recently was notified that the mark will be published for opposition on October 13, 1998.

The foreign applications have been filed for protection in one or more of Classes 9, 35, 38 and 42, depending on the jurisdiction.

EXHIBIT D

Mask Works

Not Applicable

RECORDED: 11/25/1998

RECORDED: 06/09/2010

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