

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
TELECOM TRANSPORT MANAGEMENT, INC.	09/22/2010
TTM VIRGINIA, INC.	09/22/2010
RECEIVING PARTY DATA	
Name:	RALLY CAPITAL LLC
Street Address:	2365 Carillon Point
City:	Kirkland
State/Country:	WASHINGTON
Postal Code:	98033
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D586818
Application Number:	12026459
CORRESPONDENCE DATA	
Fax Number:	(206)757-7700
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	206-757-8540
Email:	michelleleibelt@dwt.com
Correspondent Name:	Michelle Leibelt
Address Line 1:	1201 Third Avenue, Suite 2200
Address Line 4:	Seattle, WASHINGTON 98101-3045
ATTORNEY DOCKET NUMBER:	85921-2
NAME OF SUBMITTER:	Michele Leibelt
Total Attachments: 8 source=IPSA_TTW_Rally#page1.tif source=IPSA_TTW_Rally#page2.tif	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is dated as of September 22, 2010 and entered into by and among TELECOM TRANSPORT MANAGEMENT, INC., a Delaware corporation ("TTM"), and TTM VIRGINIA, INC., a Virginia corporation ("TTM-V") and together with TTM and each other Person that becomes party to the Loan Agreement (as defined below) after the date hereof pursuant to Section 5.13 thereof, the "Borrowers" and each a "Borrower"), and RALLY CAPITAL LLC, a Washington limited liability company ("Lender").

RECITALS

WHEREAS, the Borrowers and Lender entered into a certain Loan Agreement of even date herewith as amended, modified, supplemented or otherwise modified from time to time (the "Loan Agreement"), pursuant to which Lender has agreed to make term loans to the Borrowers in the aggregate principal amount of up to Eight Million Dollars (\$8,000,000). As a condition to making the term loans under the Loan Agreement, Lender has required that the Borrowers grant to Lender, a security interest in certain copyrights, trademarks and patents to secure the Obligations (as defined in the Loan Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement (as defined in the Loan Agreement), the Borrowers have granted to Lender a security interest in all of the Borrowers' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW THEREFORE, in order to induce Lender to enter into the Loan Agreement and to make the term loan to the Borrowers thereunder, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, the Borrowers hereby jointly and severally represent, warrant, covenant and agree as follows:

AGREEMENT

To secure the Obligations, each Borrower grants and pledges to Lender a security interest in all of such Borrower's right, title and interest in, to and under its Intellectual Property (as defined in the Loan Agreement), including without limitation those copyrights, patents and trademarks listed on Exhibits A, B-1, B-2, 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.

The security interest granted hereby is in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of 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 (as defined in the Loan Agreement), and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Security Agreement or any of the Loan Documents, or now

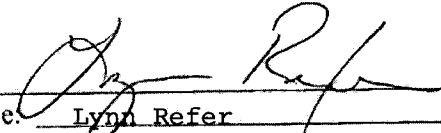
or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the 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 Lender, of any or all other rights, powers or remedies.

The Borrowers represent and warrant that Exhibits A, B-1, B-2, and C attached hereto set forth any and all Intellectual Property rights in connection with which any Borrower has registered or filed an application as of the date hereof with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

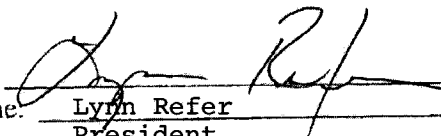
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IN WITNESS WHEREOF, the undersigned have hereunto set their hands to this Intellectual Property Security Agreement as of the day and year first above written.

**TELECOM TRANSPORT MANAGEMENT,
INC.**

By: 
Name: Lynn Refer
Title: President & CEO

TTM VIRGINIA, INC.

By: 
Name: Lynn Refer
Title: President

Agreed and Accepted:

RALLY CAPITAL LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have hereunto set their hands to this Intellectual Property Security Agreement as of the day and year first above written.

**TELECOM TRANSPORT MANAGEMENT,
INC.**

By: _____
Name: _____
Title: _____

TTM VIRGINIA, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted:

RALLY CAPITAL LLC

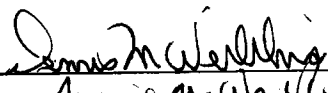
By: 
Name: Dennis M. Weidling
Title: Manager

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

EXHIBIT B - 1

ISSUED PATENTS

<u>Description</u>	<u>Registration Date</u>	<u>Registration Number</u>
"Customer Specific Transport Network Performance User Interface"	February 17, 2009	D586,818

EXHIBIT B - 2

PATENT APPLICATIONS

<u>Description</u>	<u>Application Date</u>	<u>Application Number</u>
"Automated Microwave Network Planner"	February 5, 2008	12/026,459

EXHIBIT C

U.S. TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>

U.S. TRADEMARK APPLICATIONS

<u>Title</u>	<u>Application Date</u>	<u>Application Number</u>