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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark OfficeTab settings ☐ ☐ ☐ ☐ ☒ 3.26.99

To the Honorable Commissioner of Patent

101002140

led original documents or copy thereof.

1. Name of conveying party(ies):

CLARENT CORPORATION

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

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____

Execution Date: _____

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK

Internal Address: HGI50

Street Address: 3001 TASMIA DRIVE

City: SANTA CLARA State: CA ZIP: 95054

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

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: SILICON VALLEY BANK

Internal Address: HGI50

Street Address: 3001 TASMIA DRIVE

City: SANTA CLARA State: CA ZIP: 95054

04/05/1999 DNGUYEN 00000192 08907686

6. Total number of applications and patents involved

4

7. Total fee (37 CFR 3.41).....\$ 160.00

☐ Enclosed

CHECK NO. # 7864

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:581

160.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

JOSEPHINE M. CARINO

Name of Person Signing

Signature

3/1/99

Date

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

7

PATENT

REEL: 9859 FRAME: 0748

EXHIBIT B

PATENTS

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|---|---|
| Dynamic Forward Error Correction Algorithm for Internet Telephone (PA812US) | 08/907,686 | 8/8/97 |
| Internet Telephone System with Dynamically Varying Codec (PA820US) | 08/989,361 | 12/12/97 |
| System Architecture for Internet Telephone (PA821US) | 08/989,742 | 12/12/97 |
| System and Method for Real-Time Data and Voice Transmission Over a Internet Network (PA964US) | 09/130,896 | 3/27/98 |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 16, 1999 by and between SILICON VALLEY BANK ("Bank") and CLARENT 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 May 22, 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. Notwithstanding (i) that Grantor has granted to Bank a security interest in the Patents, Trademarks, Copyrights, Mask Works and, (ii) that the Patents, Trademarks, Mask Works and Copyrights are included in the Collateral, Bank shall not enforce its security interest in the Patents, Trademarks, Mask Works, and Copyrights, other than solely to the extent necessary to enable Bank to enforce its perfected security interest in the Collateral other than the Patents, Trademarks, Mask Works and Copyrights.

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.

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.

Address of Grantor:

700 Chesapeake Drive
Redwood City, CA 94063

Attn: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

GRANTOR:

CLARENT CORPORATION

By: Walter E. Kins

Title: Director of Finance

BANK:

SILICON VALLEY BANK

By: Ellen L. Bass

Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

Current software products are copyrighted
under common law.

No copyright registrations have been filed
to date.

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|---|---|
| Clarent Corporation Summary of Trademarks | 75/267,668 | 4/1/97 |
| "Clarent" | registration pending | |
| The Clarent Logo | application pending | |
| "Clarent ThroughPacket" | application pending | |
| "Clarent Command Center" | application pending | |

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None