

08-03-1999

FORM PTO-1595

REC

HEET

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

Re: *MRO*  
*8-3-99*



Patent and Trademark Office

OMB No. 0651-0011 (Exp. 4/94)

101106502

To the honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Radio Local Area Networks, Inc.  
d/b/a RadiOLAN, Inc.  
455 DeGuigne Drive  
Sunnyvale, CA 94086

2. Nature of Conveyance:

*5-3-99*

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: April 22, 1999

Additional name(s) of conveying party(ies) attached?

Yes  No

3. Name and address of receiving party(ies):

Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara, CA 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)

06/119/225

B. Patent No.(s):

Additional numbers attached?  Yes  No

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

April Piercey  
Cooley Godward LLP  
5 Palo Alto Square  
3000 El Camino Real  
Palo Alto, CA 94306

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 03-3115.  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

*40E*

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.*

April M. Piercey

July 30, 1999

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

mtw  
5-3-99

05-07-1999

SHEET



101031189

To the honorable Commissioner

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Radio Local Area Networks, Inc.  
d/b/a RadioLAN, Inc.  
455 DeGuigne Drive  
Sunnyvale, CA 94086

2. Nature of Conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

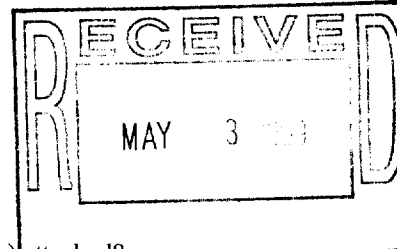
Execution Date: April 22, 1999

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- Yes
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3. Name and address of receiving party(ies):

Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara, CA 95054



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(40.00 OP)

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.

April M. Piercey

April 29, 1999

Date

Total number of pages including cover sheet, attachments, and document:

7

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Commissioner of Patents & Trademarks, Box Assignments

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 22, 1999 by and between SILICON VALLEY BANK ("**Bank**") and RADIO LOCAL AREA NETWORKS, INC., D/B/A RADIOLAN, 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 of even date herewith (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 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.

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:

455 DeGuigne Drive  
Sunnyvale, CA 94086

GRANTOR:

RADIO LOCAL AREA NETWORKS, INC., D/B/A  
RADIOLAN, INC.,  
a California corporation

By: Peter S. Kent

Name: Peter S. Kent

Title: CEO

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191  
Attn: Mezzanine Finance, NC475

BANK:

SILICON VALLEY BANK

By: Kirk J. Bloede

Name: KIRK J. BLOEDE

Title: SENIOR VICE PRESIDENT

**EXHIBIT A-1**

**PATENT APPLICATIONS**

<b>Description</b>	<b>Application Number</b>	<b>Application Date</b>
FREQUENCY OFFSET DIFFERENTIAL PULSE POSITION MODULATION SCHEME (FO-DPPM)	60/119/225	

**EXHIBIT B**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration/Application Number</b>	<b>Registration/Application Date</b>
None		

**EXHIBIT C**  
**TRADEMARK APPLICATIONS**

<b>Description</b>	<b>Application Number</b>	<b>Application Date</b>
CARDLINK	75-584,335	11/06/98
RADIOLAN/10	75-583,911	11/06/98
DOCKLINK	75-574,162	10-20-98
RADIOLAN/10	75-574,004	10/20/98
BACKBONELINK	75-573,897	10/20/98
RADIOLAN	75-554,993	09/17/98
RADIOLAN	75-554,344	09/17/98
BRIDGELINK	75-554,333	09/17/98
100BASERADIO	75-551,879	09/11/98
10BASERADIO	74-672-137	05/10/95
10BASERADIOLINK	74/672,136	05/10/95