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To tl U.S. Patent & TMO's/TM Mail Rcpt Dt. #26

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original documents or copy thereof.

1. Name of conveying party(ies):

Bank of America, N.A. f/k/a NationsBank, N.A.

MFD
2.33.00

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

2. Name and address of receiving party(ies)

Name: Xircom, Inc.

Internal Address: Xircom, Inc.

Street Address: 2300 Corporate Center Drive

City: Thousand Oaks State: CA ZIP: 91320

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name

Other Full Release of Lien
(First Amendment to I.P. Security Agreement)
(see attached copy)

Execution Date: January 27, 2000

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)

See attached Schedule B

B. Patent No.(s)

See attached Schedule A

Additional numbers attached? Yes No

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COMMERCIAL SERVICES

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

Name: Wendy Li

Internal Address: Donohoe, Jameson & Carroll, P.C.

Street Address: 1201 Elm Street

Suite 3400

City: Dallas State: TX ZIP: 75270

6. Total number of applications and patents involved:

7

7. Total fee (37 CFR 3.41).....\$ 280.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

3/30/2000 DCOATES 00000050 08339408

DO NOT USE THIS SPACE

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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.

Wendy Li

Name of Person Signing

Wendy Li

Signature

2/17/2000

Date

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

12

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 010639 FRAME: 0827

Schedule A

Annex A-1 is hereby amended by adding the following Patent:

| <u>Nature of Interest</u> (e.g. owner, licensee) | <u>Registered</u> <u>Patent No.</u> | <u>Issue Date</u> | <u>Country</u> of <u>Issue</u> |
|--|--|-------------------|--------------------------------------|
| Owner | 5,411,405-"MINIATURE ELECTRICAL COMMUNICATIONS CONNECTORS" | May 2, 1995 | U.S. |

Schedule B

Annex A-2 is hereby amended in its entirety to read as follows:

Patent Applications

| <u>Nature of Interest</u> (e.g. owner, licensee) | <u>Application</u> <u>Number</u> | <u>Filing Date</u> | <u>Country</u> <u>of</u> <u>Applicatio</u> <u>n</u> |
|--|---|----------------------|--|
| Owner | CIP Ser. No. 08/339,408 ✓ (CIP under Pat. No. 5,408,614) "Technique for Bootstrapping Executable Code to an Adapter" | November 14, 1994 | U.S. |
| Owner | Ser. No. 08/791,758 ✓ "Ratiometric Compensated Optical Isolation Coupler" | January 29, 1997 | U.S. |
| Owner | Ser. No. 08/804,488 ✓ "PC Card with Thermal Management" | June 23, 1997 | U.S. |
| Owner | Ser. No. 08/910,942 ✓ "PCMCIA Card Frame Connector and Cover Assembly" | August 8, 1997 | U.S. |
| Owner | Ser. No. 08/799,799 ✓ "Adaptable Communications Connectors" (continuation of Ser. No. 08/402,084) | February 13, 1997 | U.S. |
| Owner | Ser. No. 08/402,084 ✓ "Adaptable Communications Connectors" | March 10, 1995 | U.S. |

OMB No. 0651-0011 (exp. 4/94)
Tab settings



JAN 22 1998

To the Honorable Commissioner of

100638731

attached original documents or copy thereof.

1. Name of conveying party(ies):
Xircom, Inc.

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

2. Name and address of receiving party(ies)

Name: NationsBank of Texas, N.A.,
as Administrative Lender

Internal Address: _____

Street Address: 901 Main Street, 67th Floor

City: Dallas State: TX ZIP: 75202

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other First Amendment to Intellectual Property Security Agreement

Execution Date: December 30, 1997

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)

See attached First Amendment to Intellectual Property Security Agreement

B. Patent No.(s)

See attached First Amendment to Intellectual Property Security Agreement

Additional numbers attached? Yes No

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

Name: Suzanne Beghtel

Internal Address: _____

Donohoe, Jameson & Carroll, P.C.

Street Address: 1201 Elm Street, Suite 3400

City: Dallas State: TX ZIP: 75270

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 280.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Suzanne Beghtel
Name of Person Signing

Signature

1-21-98
Date

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

FULL RELEASE OF LIEN

The undersigned, BANK OF AMERICA, N.A. f/k/a NATIONSBANK, N.A., a national banking association, as Administrative Agent ("Administrative Agent") declares that it was the true and lawful holder and owner of the indebtedness fully described in and secured by a lien in the Intellectual Property Security Agreement dated as of December 30, 1996, and financing statements filed pursuant thereto, from Xircom, Inc. to Administrative Agent, and recorded as the instruments listed on Schedule A hereto, to which reference is here made, and hereby acknowledges the payment in full of said indebtedness on or about January 27, 2000 and the satisfaction and discharge of said lien.

IN WITNESS WHEREOF subscribed on this 27th day of January, 2000.

BANK OF AMERICA, N.A.
f/k/a/ NATIONSBANK, N.A.,
as Administrative Agent

Attest: Kenneth G. Reynolds
Assistant Secretary

By: Robert W. Kosche
Name: _____
Title: ROBERT W. KOSCHE
VICE PRESIDENT

**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "First Amendment"), dated as of December 30, 1997, is entered into between Xircom, Inc., a California corporation (the "Debtor") and NationsBank of Texas, N.A., a national banking association, as Administrative Agent (the "Administrative Agent"), for itself and each other lender a party to the Credit Agreement described below (singly, a "Secured Party" and collectively, the "Secured Parties").

BACKGROUND

The Debtor, the Secured Parties, and the Administrative Agent heretofore entered into that certain Credit Agreement, dated as of December 30, 1996, as amended by that certain First Amendment to Credit Agreement, dated as of June 27, 1997, and that certain Second Amendment to Credit Agreement dated as of September 29, 1997 (said Credit Agreement, as amended, the "Credit Agreement;" the terms defined in the Credit Agreement and not otherwise defined herein shall be used herein as defined in the Credit Agreement).

Pursuant to the Credit Agreement, the Debtor and the Administrative Agent entered into that certain Intellectual Property Security Agreement, dated as of December 30, 1996 (the "IP Security Agreement").

The Debtor and the Administrative Agent desire to amend the IP Security Agreement to reflect the acquisition of additional intellectual property.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are all hereby acknowledged, the Debtor and the Administrative Agent covenant and agree as follows:

1. **AMENDMENTS TO IP SECURITY AGREEMENT**

a. Annex A-1 is hereby amended by adding the following Patent:

| <u>Nature of Interest</u> (e.g. owner, licensee) | <u>Registered</u> <u>Patent No.</u> | <u>Issue Date</u> | <u>Country of</u> <u>Issue</u> |
|---|---|-------------------|-----------------------------------|
| Owner | 5,411,405-"MINIATURE ELECTRICAL COMMUNICATIONS CONNECTORS" | May 2, 1995 | U.S. |

b. Annex A-2 is hereby amended in its entirety to read as follows:

Patent Applications

| <u>Nature of Interest</u> (e.g. owner, licensee) | <u>Application Number</u> | <u>Filing Date</u> | <u>Country of Application</u> |
|---|--|--------------------|-------------------------------|
| Owner | CIP Ser. No. 08/339,408 (CIP under Pat. No. 5,408,614) "Technique for Bootstrapping Executable Code to an Adapter" | November 14, 1994 | U.S. |
| Owner | Ser. No. 08/791,758 "Ratiometric Compensated Optical Isolation Coupler" | January 29, 1997 | U.S. |
| Owner | Ser. No. 08/804,488 "PC Card with Thermal Management" | June 23, 1997 | U.S. |
| Owner | Ser. No. 08/910,942 "PCMCIA Card Frame Connector and Cover Assembly" | August 8, 1997 | U.S. |
| Owner | Ser. No. 08/799,799 "Adaptable Communications Connectors" (continuation of Ser. No. 08/402,084) | February 13, 1997 | U.S. |
| Owner | Ser. No. 08/402,084 "Adaptable Communications Connectors" | March 10, 1995 | U.S. |

c. Annex B-1 is hereby amended by adding the following Trademarks:

| <u>Nature of Interest</u> (e.g. owner, licensee) | <u>Registered Trademark</u> | <u>United States Registration No. (or Serial No.)</u> | <u>Registration (or Filing) Date</u> |
|---|-----------------------------|---|---|
| owner | SAFEJACK | 1,956,788 (74/479,543) | February 13, 1996 (January 13, 1994) |
| owner | I-BAHN | 75/059511 | February 20, 1996 |

2. **REPRESENTATIONS AND WARRANTIES TRUE; NO EVENT OF DEFAULT.** By its execution and delivery hereof, the Debtor represents and warrants that, as of the date and after giving effect to the amendments contemplated by the foregoing Section 1:

a. the representations and warranties contained in the Credit Agreement and the other Loan Documents are true and correct on and as of the date hereof as if made on and as of such date;

b. no event has occurred and is continuing which constitutes a Default or an Event of Default;

c. the Debtor has full power and authority to execute and deliver this First Amendment and the IP Security Agreement, as amended hereby, the execution, delivery and performance of this First Amendment and the IP Security Agreement, as amended hereby, has been duly authorized by all corporate action of the Debtor, and this First Amendment and the IP Security Agreement, as amended hereby, constitute the legal, valid and binding obligations of the Debtor, enforceable in accordance with their respective terms, except as enforceability may be limited by applicable debtor relief laws and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and except as rights to indemnity may be limited by federal or state securities laws;

d. neither the execution, delivery and performance of this First Amendment or the IP Security Agreement, as amended hereby, nor the consummation of any transactions contemplated herein or therein, will contravene or conflict with any law, rule or regulation to which the Debtor or any of its Subsidiaries is subject, or any indenture, agreement or other instrument to which the Debtor or any of its Subsidiaries or any of their respective property is subject; and

e. no authorization, approval, consent, or other action by, notice to, or filing with, any governmental authority or other person (including the Board of Directors of the Debtor or any Guarantor), is required for the (i) execution, delivery or performance by the Debtor of this First Amendment and the IP Security Agreement, as amended hereby, or (ii) acknowledgement of this First Amendment by each Guarantor.

3. **CONDITIONS OF EFFECTIVENESS.** This First Amendment shall be effective as of December 30, 1997, subject to the following:

a. the Administrative Agent shall have received counterparts of this First Amendment acknowledged by each Lender;

b. the Administrative Agent shall have received counterparts of this First Amendment executed by the Debtor and acknowledged by each Guarantor; and

c. the Administrative Agent shall have received, in form and substance satisfactory to the Administrative Agent and its counsel, such other documents, certificates and instruments as the Administrative Agent shall require.

4. **REFERENCE TO THE IP SECURITY AGREEMENT.**

a. Upon the effectiveness of this First Amendment, each reference in the IP Security Agreement to "this Agreement," "hereunder," or words of like import shall mean and be a reference to the IP Security Agreement, as amended by this First Amendment.

b. The IP Security Agreement, as amended by this First Amendment, and all other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

5. **GUARANTOR'S ACKNOWLEDGEMENT.** By signing below, each of the Guarantors (a) acknowledges, consents and agrees to the execution, delivery and performance by the Debtor of this First Amendment and (b) acknowledges and agrees that its obligations in respect of its Subsidiary Guaranty are (i) not released, diminished, waived, modified, impaired or affected in any manner by this First Amendment, (ii) hereby ratified and confirmed and (iii) not subject to any claims, offsets, defenses or counterclaims.

6. **COSTS, EXPENSES AND TAXES.** The Debtor agrees to pay on demand all costs and expenses of the Administrative Agent in connection with the preparation, reproduction, execution and delivery of this First Amendment and the other instruments and documents to be delivered hereunder (including the reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent with respect thereto and with respect to advising the Administrative Agent as to its rights and responsibilities under the IP Security Agreement, as amended by this First Amendment).

7. **EXECUTION IN COUNTERPARTS.** This First Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

8. **GOVERNING LAW: BINDING EFFECT.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas and shall be binding upon the Debtor, the Administrative Agent and each Lender and their respective successors and assigns.

9. **HEADINGS.** Section Headings in this First Amendment are included herein for convenience of reference only and shall not constitute a part of this First Amendment for any other purpose.

10. **NO NOVATION. THE EXECUTION, DELIVERY AND EFFECTIVENESS OF THIS FIRST AMENDMENT SHALL NOT DISCHARGE OR RELEASE THE LIEN OR PRIORITY OF THE IP SECURITY AGREEMENT. NOTHING HEREIN CONTAINED SHALL BE CONSTRUED AS A SUBSTITUTION OR NOVATION OF ANY COLLATERAL DOCUMENTS (AS SUCH TERM IS DEFINED IN THE CREDIT AGREEMENT) OR THE LIENS GRANTED THEREBY, ALL OF WHICH SHALL CONTINUE AND REMAIN IN FULL FORCE AND EFFECT, EXCEPT AS MODIFIED HEREBY, OR BY INSTRUMENTS EXECUTED CONCURRENTLY HEREWITH.**

11. **ENTIRE AGREEMENT. THE IP SECURITY AGREEMENT, AS AMENDED BY THIS FIRST AMENDMENT, AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT**

**BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR
SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES.**

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

DEBTOR: XIRCOM, INC., a California corporation

By: *[Signature]*
Name: *Randall H. Holliday*
Title: *General Counsel*

ADMINISTRATIVE AGENT: NATIONSBANK OF TEXAS, N.A., as Administrative Agent and as a Lender

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

SUMITOMO BANK OF CALIFORNIA

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

DEBTOR: XIRCOM, INC., a California corporation

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT: NATIONSBANK OF TEXAS, N.A., as Administrative Agent and as a Lender

By: Timothy M. O'Connor
Name: Timothy M. O'Connor
Title: Vice President

ACKNOWLEDGED AND AGREED:
SUMITOMO BANK OF CALIFORNIA

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first above written.

DEBTOR: XIRCOM, INC., a California corporation

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT: NATIONSBANK OF TEXAS, N.A., as Administrative Agent and as a Lender

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

SUMITOMO BANK OF CALIFORNIA

By: *Matthew R. Van Steenhuyse*
Name: MATTHEW VAN STEENHUYSE
Title: VICE PRESIDENT