

01-09-2001

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FORM PTO-1595 1-31-92

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T U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies): Acorn Networks, Inc. 12-28-00	2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: Loan Documentation HG150
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	

3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054
Execution Date:	Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) 09/668,407 60/166,686 60/166,667 60/166,684 60/166,685	B. Patent No.(s) 5,920,899
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054	6. Total number of applications and patents involved: 6. 7. Total fee (37 CFR 3.41):\$ 240. <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)
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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.

01/08/2001 MTHA11 00000157 09668407
Person Signing 240.00 DP Signature _____ Date _____

OMB No 0651-0011 (exp 4/94) Total number of pages comprising cover sheet:

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 16, 2000 by and between **SILICON VALLEY BANK** ("Bank") and **ACORN NETWORKS, 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 16, 2000 (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 and Patents 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 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, Trademarks, and Patents 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. 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.

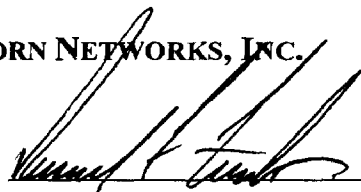
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

11491 Sunset Hills Road
Suite 350
Reston, VA 20190

GRANTOR:

ACORN NETWORKS, INC.

By: 

Title: CEO

Address of Bank:

11600 Sunrise Valley Drive
Suite 400
Reston, VA 20191

BANK:

SILICON VALLEY BANK

By: _____

Title: _____



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 caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ACORN NETWORKS, INC.

By: *[Signature]*

Title: *CEO*

Address of Grantor:

11491 Sunset Hills Road
Suite 350
Reston, VA 20190

BANK:

SILICON VALLEY BANK

By: *[Signature]*

Title: *Sr. Vice President*

Address of Bank:

11600 Sunrise Valley Drive
Suite 400
Reston, VA 20191



Exhibit "A" attached to that certain Intellectual Property Security Agreement dated November 16, 2000.

**EXHIBIT "A"
COPYRIGHTS**

**SCHEDULE A - COPYRIGHTS REGISTERED IN THE UNITED STATES
COPYRIGHT OFFICE**

COPYRIGHT DESCRIPTION	REGISTRATION NUMBER	DATE OF ISSUANCE
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None

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

COPYRIGHT DESCRIPTION	APPLICATION NUMBER	DATE OF FILING	DATE OF CREATION	FIRST DATE OF PUBLIC DISTRIBUTION
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None

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated November 16, 2000.

EXHIBIT "B"

TRADEMARKS

TRADEMARK	TRADEMARK APPLICATION	TRADEMARK REGISTRATION	DATE	OWNER OF RECORD
DESIGN ONLY	76/133,615		22 Sep 2000	Acorn Networks, Inc.
ACORN NETWORKS	76/134,538		25 Sep 2000	Acorn Networks, Inc.
ACORN NETWORKS	76/134,539		25 Sep 2000	Acorn Networks, Inc.
GENFLOW	76/133,612		22 Sep 2000	Acorn Networks, Inc.
GENSAR	76/133,611		22 Sep 2000	Acorn Networks, Inc.
GENSCHED	76/133,614		22 Sep 2000	Acorn Networks, Inc.
OCTOBUS	76/133,613		22 Sep 2000	Acorn Networks, Inc.

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated November 16, 2000.

**EXHIBIT "C"
PATENTS**

PATENT	PATENT APPLICATION	PATENT REGISTRATION	DATE	OWNER OF RECORD
ASYNCHRONOUS PIPELINE WHOSE STAGES GENERATE OUTPUT REQUEST BEFORE LATCHING DATA		5,920,899	7/6/99	Acorn Networks, Inc.
MULTIPLE BUFFER QUEUING OF DATA PACKETS WITH HIGH THROUGHPUT RATE	09/668,407		9/22/00	Acorn Networks, Inc.
INTEGRATED PROCESSOR FOR MULTITHREAD COMPUTER WITH REAL TIME INPUT-OUTPUT CAPACITY	60/166,686		11/19/99	Acorn Networks, Inc.
DATA LOCKING SCHEME FOR MULTITHREAD COMPUTER	60/166,667		11/19/99	Acorn Networks, Inc.
MULTITHREAD COMPUTER DESIGNED TO SUPPORT AN ADVANCED PROGRAMMING MODEL	60/166,684		11/19/99	Acorn Networks, Inc.
PRIORITY MECHANISM FOR A MULTITHREAD COMPUTER	60/166,685		11/19/99	Acorn Networks, Inc.