

03-02-2001



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FEB 20 2001

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**PATENT**
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

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Resubmission (Non-Recordation)

Document ID#



Correction of PTO Error

Reel #

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**Conveyance Type**

Assignment



Security Agreement



License



Change of Name



Merger



Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)



Departmental File



Secret File

**Conveying Party(ies)**

Mark If additional names of conveying parties attached

Name (line 1)

Pacific Broadband Communications, Inc.

 Execution Date  
 Month Day Year

1/5/01

Name (line 2)

**Second Party**

Name (line 1)

 Execution Date  
 Month Day Year

Name (line 2)

09715992

**Receiving Party**

Mark If additional names of receiving parties attached

Name (line 1)

Venture Lending &amp; Leasing III, Inc. as Agent


 If document to be recorded  
 is an assignment and the  
 receiving party is not  
 domiciled in the United  
 States, an appointment  
 of a domestic  
 representative is attached.  
 (Designation must be a  
 separate document from  
 Assignment.)

Name (line 2)

Address (line 1)

2010 North First Street

Address (line 2)

Suite 2310

Address (line 3)

San Jose

California

95131

City

State/Country

Zip Code

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

02/02/2001 DBYRNE 00000055 09715992

160.00 DP

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

**PATENT**  
**REEL: 011539 FRAME: 0580**

**Correspondent Name and Address**

Area Code and Telephone Number **415-981-1400**

Name **Russell D. Pollock, Esq.**

Address (line 1) **Greene Radovsky Maloney & Share LLP**

Address (line 2) **Four Embarcadero Center, Suite 4000**

Address (line 3) **San Francisco, CA 94111**

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# **4**

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**09/715,992**

**60/199,720**

**60/199,899**

**60/187,194**

**Patent Number(s)**

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

# **4**

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ **\$160.00**

Method of Payment:  
Deposit Account

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

**RUSSELL D. POLLOCK**

Name of Person Signing

*Russell D. Pollock*  
Signature

**2/13/01**

Date

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 5, 2001 by and between Venture Lending & Leasing III, Inc. ("VLL") and Silicon Valley Bank ("SVB"), and VLL as "Agent" for itself and SVB, and Pacific Broadband Communications, Inc., a Delaware corporation ("Grantor"). VLL and SVB are sometimes referred to individually as a "Lender", and, collectively as the "Lenders".

## RECITALS

A. Lenders have 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 Lenders, Agent 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).

B. Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, 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 and all other agreements now existing or hereafter arising between Grantor and Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lenders and Grantor, Grantor grants and pledges to Agent, for the benefit of Lenders, 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 and all goodwill associated therewith.

This security interest is granted in conjunction with the security interest granted to Lenders under the Loan Agreement. The rights and remedies of Lenders and Agent 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 Lenders and Agent as a matter of law or equity. Each right, power and remedy of Lenders and Agent 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 Lenders or Agent 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 a Lender or Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks in which Grantor has an ownership interest. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, the intellectual property rights listed on such exhibits. From time to time hereafter, Grantor shall register

on an expedited basis such additional intellectual property developed or acquired by Grantor in connection with any product prior to the sale or licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party.

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:

Address of Grantor:

2480 North First Street  
Suite 280  
San Jose, CA 95131  
Attn: Chief Financial Officer

**PACIFIC BROADBAND COMMUNICATIONS, INC.**, a Delaware corporation

By: 

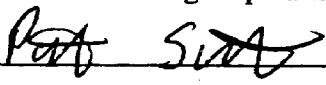
Title: President and CFO

SVB:

Address of SVB:

3003 Tasman Drive  
Santa Clara, CA 95054  
Attn: Meg Piper

**SILICON VALLEY BANK**,  
a California banking corporation

By: 

Title: Senior Vice President

VLL:

Address of VLL:

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

**VENTURE LENDING & LEASING III, INC.**,  
a Maryland corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

on an expedited basis such additional intellectual property developed or acquired by Grantor in connection with any product prior to the sale or licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party.

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:

Address of Grantor:

2480 North First Street  
Suite 280  
San Jose, CA 95131  
Attn: Chief Financial Officer

**PACIFIC BROADBAND COMMUNICATIONS,  
INC.,** a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

SVB:

Address of SVB:

3003 Tasman Drive  
Santa Clara, CA 95054  
Attn: Meg Piper

**SILICON VALLEY BANK,**  
a California banking corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

VLL:

Address of VLL:

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

**VENTURE LENDING & LEASING III, INC.,**  
a Maryland corporation

By:  \_\_\_\_\_

Title: CEO

**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
Methods and Apparatus for Transmission of Analog Channels Over Digital Packet-Based Networks	09/715,992	11/16/00
Cable Modem Clock Synchronization Using Software Parsing with Hardware Assist	60/199,720	4/26/00
Method and Apparatus for Implementing Constant Latency Z-Domain Transfer Functions Using Processor Elements of Variable Latency	60/199,899	4/26/00
Frequency Agile Digital Transceiver Banks Having Non-Uniform Channel Width and Reduced Connector Density	60/187,194	3/6/00