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☐ Assignment

☐ License

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☒ Security Agreement

☐ Change of Name

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PATENT
REEL: 012017 FRAME: 0945

Correspondent Name and Address

Area Code and Telephone Number

212-848-5200

Name Warren L. Nachlis

Address (line 1) SHEARMAN & STERLING

Address (line 2) 599 Lexington Avenue

Address (line 3) New York, NY 10022

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document
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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)

Patent Number(s)

09/804,857

09/836,761

09/844,216

09/845,541

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
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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:

Enclosed ☒Deposit Account ☐

Deposit Account

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

Deposit Account Number:

50-0324

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
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indicated herein.

Warren L. Nachlis

Name of Person Signing

Signature

July 20, 2001

Date

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated July 11, 2001 is made by RIVERDELTA NETWORKS, INC., a Delaware corporation (the "*Grantor*") in favor of Motorola, Inc., a Delaware corporation (the "*Secured Party*").

WHEREAS, the Grantor has entered into a Credit Agreement dated as of July 11, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with the Secured Party. Unless otherwise defined herein, terms defined in the Credit Agreement are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances under the Credit Agreement from time to time, the Grantor has executed and delivered that certain Security Agreement dated July 11, 2001 made by the Grantor to the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Secured Party, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in and to all of the Grantor's right, title and interest in and to the following (the "*Collateral*");

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit B to the Security Agreement (an "*IP Security Agreement Supplement*"), executed and delivered by the Grantor to the Secured Party from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Grantor to the Secured Party from time to time) (the "*Trademarks*");

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C

may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Grantor to the Secured Party from time to time) (the "Copyrights");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

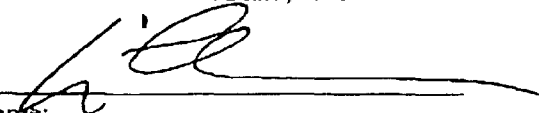
SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RIVERDELTA NETWORKS, INC.

By 
Name:
Title:

Address for Notices:

3 Highwood Drive
Tewksbury, MA 01876
Attn: David Callan

United States Patent Applications

Title	Inventor(s)	Filing Date/ Serial No.	Owner	Related Cases
<i>Data Rate Limiting</i>	Zhao Liu Jerry Zhiyi Guo	March 13, 2001 09/804,857	RiverDelta Networks, Inc.	Utility Conversion of Serial No. 60/189,640, filed March 14, 2001
<i>Radio Frequency Communications Redundancy</i>	Gerard White Patrick A. Gerber	April 18, 2001 09/836,761	RiverDelta Networks, Inc.	Utility Conversion of Serial No. 60/198,294, filed April 19, 2000
<i>Data Packet Discarding</i>	Jon C.R. Bennett	April 30, 2001 09/844,216	RiverDelta Networks, Inc.	Utility Conversion of Serial No. 60/201,010, filed May 1, 2000
<i>Packetized Data Discard</i>	Jon C.R. Bennett	April 30, 2001 09/845,541	RiverDelta Networks, Inc.	Utility Conversion of Serial No. 60/201,059, filed May 1, 2000

Trademarks
NONE

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