

16-01

01-08-2002



Form PTO-1595  
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

101925380

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Avaz Networks, Inc.

10-16-01

2. Name and address of receiving party(ies)

Name: Imperial Bank

Internal Address: \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Street Address: 4 Venture, Suite 305

City: Irvine State: CA Zip: 92618

Execution Date: \_\_\_\_\_

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)  
See Exhibit B to attached  
Intellectual Property Security  
Agreement

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Stephen P. Lieske, Esq.  
Allen Matkins Leck Gamble & Mallory LLP  
Internal Address: \_\_\_\_\_

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 320.00

- Enclosed
- Authorized to be charged to deposit account

Street Address: 333 Bush St., 17th Floor

City: San Francisco State: CA Zip: 94104

8. Deposit account number:

Record Fee OK

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

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.

Stephen P. Lieske

July 25, 2001

Name of Person Signing

Signature

Date

0/16/2001 00000174 60181133

Total number of pages including cover sheet, attachments, and documents: 7

01 FC:581

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

**EXHIBIT B**

**Patents**

Registration/  
Application  
Number

Registration  
Application  
Date

Description

Description of Invention	Application Number	Filing Date
Method & Apparatus for a digitized CATV Network or Bundled Services	60/181,133	February 8, 2000
	09/510,166	February 22, 2000
	PCT/US01/02019	January 22, 2001
Method and Apparatus for Data Rate Synchronization	60/186,733	March 3, 2000
	Unassigned	March 2, 2001
	Unassigned	March 2, 2001
Synchronization for Digitalized Cable Network	60/195,015	April 6, 2000
	09/798,539	March 2, 2001
	Unassigned	March 2, 2001
Programmable & Multiplierless Viterbi Accelerator	60/231,255	September 8, 2000
Hardware Function Generation Support in DSP using Cordic	60/231,280	September 8, 2000
Combined Scheduling and Mapping of DSP Algorithms on VLIW DSPs	60/240,151	October 13, 2000
Adaptive Length LMS Filter for Use in Line and Acoustic Echo Cancellation	Unassigned	Unassigned

08-06-2001

Form PTO-1595 (Rev. 03/01)

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

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

1. Name of conveying party(ies):

Avaz Networks, Inc.

07/26/01

2. Name and address of receiving party(ies)

Name: Imperial Bank

Internal Address:

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

3. Nature of conveyance:

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

Street Address: 4 Venture, Suite 305

City: Irvine State: CA Zip: 92618

Execution Date:

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) See Exhibit B to attached Intellectual Property Security Agreement

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Stephen P. Lieske, Esq. Allen Matkins Leck Gamble & Mallory LLP Internal Address:

Street Address: 333 Bush Street, 17th Floor

City: San Francisco State: CA Zip: 94104

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:

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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.

Stephen P. Lieske

Name of Person Signing

Signature

July 25, 2001

Date

18/03/2001 00000215 60181133 Total number of pages including cover sheet, attachments, and documents:

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

01 FC:581

280.00 OP

Vertical stamp: 18/03/2001 00000215 60181133 -280.00 OP

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 24, 2001 by and between IMPERIAL BANK ("Bank") and AVAZ NETWORKS, INC., a California corporation ("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).

B. 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.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, 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 Bank and Grantor, 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 Schedules 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

7545 Irvine Center Drive, Suite 100  
Irvine, CA 92618

Attn: Adeel Ahmed

AVAZ NETWORKS, INC.,  
a California corporation,

By:

Title:

BANK:

Address of Bank:

226 Airport Parkway  
San Jose, CA 95110

Attn: Corporate Banking Center

IMPERIAL BANK

By:

Title:

**EXHIBIT A**

**Copyrights**

Description

Registration  
Number

Registration  
Date

**None**

**EXHIBIT C**

**Trademarks**

Description

Registration/  
Application  
Number

Registration  
Application  
Date

**None**

EXHIBIT C

-1-

545077.01/SF  
I4209-001/6-1-01/mc/spl

**RECORDED: 10/16/2001**

**PATENT**  
**REEL: 012283 FRAME: 0361**