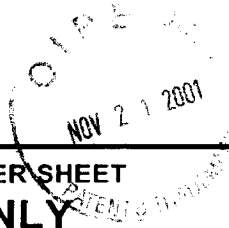


11-27-2001



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Form PTO-1595

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COVER SHEET

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

PATENTS ONLY

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

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):

Santel Networks, Inc.

11-27-01

2. Name and address of receiving party(ies)

Name: GATX Ventures, Inc.

Internal Address: ATTN: Legal

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

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Street Address: 3687 Mt. Diablo Blvd.,

Suite 200

City: Lafayette State: CA Zip: 94549

Execution Date: October 29, 2001

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)

09665966  
US0129482  
09957137  
09920503

B. Patent No.(s)

P-9525US

Additional numbers attached?  Yes  No

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

Name: GATX Ventures, Inc.

Internal Address: ATTN: Legal

Street Address: 3687 Mt. Diablo Blvd.,

Suite 200

City: Lafayette State: CA Zip: 94549

6. Total number of applications and patents involved: 5

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Maureen C. Dellinger, In-House Counsel for GATX Ventures, Inc.

Name of Person Signing

*Maureen C Dellinger*

Signature

November 13, 2001

Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

11/26/2001 LINDSEY 000010009565966 200-00 01 01 FC:581

PATENT

REEL: 012312 FRAME: 0367

## GRANT OF SECURITY INTEREST

THIS GRANT OF SECURITY INTEREST, dated as of October 29, 2001, is executed by SANTEL NETWORKS, INC., a California corporation ("**Debtor**"), in favor of GATX VENTURES, INC. ("**Secured Party**").

A. Pursuant to an Equipment Loan and Security Agreement dated as of October 29, 2001 (the "**Agreement**") among Debtor and the Secured Party, the Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

B. Debtor owns the letters patent and/or applications for letters patent, of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, together with any reissue, continuation, continuation-in-part or extension thereof (collectively, the "**Patents**").

C. To secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement), Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the following (collectively, the "**Collateral**"): (1) all proceeds of the Patents, including any and all causes of action which may exist by reason of infringement thereof and the proceeds from the sale or licensing of the Patents, now or hereafter acquired (including without limitation, any proceeds acquired after a bankruptcy or other insolvency proceeding or proceeds that may be determined to fall within 11 U.S.C. section 552(b) (or any successor or similar statute) (collectively, the "**Proceeds**"), and (2) the Patents to the extent a security interest in the Patents is necessary for Secured Party to have a perfected security interest in the Proceeds.

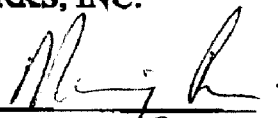
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is:                   GATX Ventures, Inc.  
3687 Mount Diablo Blvd., Suite 200  
Lafayette, California 94549

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

SANTEL NETWORKS, INC.

By:   
Name: Manoj Puri  
Title: CEO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PATENTS

<b>Patent</b>	<b>Registration Number</b>	<b>Registration Date</b>
Analog FIR Filter with Parallel Interleaved Architecture	P-9525 US	9/20/00

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

PATENT APPLICATIONS

<b>Patent Application</b>	<b>Application Number</b>	<b>Application Date</b>
Analog Discrete – Time FIR Filter	09/665966	9/20/00
Analog Discrete – Time FIR Filter	USO1/29482	9/20/01
Analog FIR Filter with Parallel Interleaved Architecture	09/957137	9/19/01
Analog FIR Filter with Parallel Interleaved Architecture		9/20/01
Method and Apparatus for Analog Multipliers Employed in Analog Filtering Systems	09/920503	8/1/01
Method and Apparatus for Low Power Thermometer to Binary Coder		10/22/01