

06-12-2002

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)

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Tab settings

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

6-12-02

1. Name of conveying party(ies):

Com21, Inc. 6-12-02

2. Name and address of receiving party(ies)

Name: Silicon Valley Bank

Internal Address:

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

3. Nature of conveyance:

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

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA Zip: 95054

Execution Date: 01/29/2002

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)

B. Patent No.(s)

09/594,216

Additional numbers attached? Yes No

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

Name: Levy, Small & Lallas

Internal Address: Attn: Raymond T. Sung

Street Address: 815 Moraga Drive

City: Los Angeles State: CA Zip: 90049

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- 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.

Raymond T. Sung
Name of Person Signing

Raymond T. Sung
Signature

June 10, 2002
Date

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

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PATENT
REEL: 012964 FRAME: 0302

**SUPPLEMENT TO
INTELLECTUAL PROPERTY MORTGAGE AND SECURITY AGREEMENT**

This Supplement to Intellectual Property Mortgage and Security Agreement is made as of January 29, 2002 by and between Com21, Inc. ("Assignor"), and Silicon Valley Bank, a California banking corporation ("Assignee").

RECITALS

A. Assignee and Assignor are parties to that certain Loan and Security Agreement dated November 30, 2001 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") and that certain Intellectual Property Mortgage and Security Agreement dated November 30, 2001 (as amended, restated, supplemented, or otherwise modified from time to time, the "Original IP Agreement"), which was recorded in the U.S. Patent and Trademark Office with respect to the patent-related collateral identified therein. (Capitalized terms used herein, which are not defined, shall have the meanings set forth in the Original IP Agreement.)

B. The parties desire to supplement the Original IP Agreement to make specific reference therein to the specific additional intellectual property set forth below (the "Additional Specified Collateral"), but the parties acknowledge that the Original IP Agreement covers the Additional Specified Collateral, and the purpose of this Supplement is simply to specifically identify the Additional Specified Collateral of record.

The Original IP Agreement, as supplemented hereby, shall continue in full force and effect with respect to the Collateral described therein and herein.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Exhibit B of the Original IP Agreement is hereby supplemented by the addition of all of the intellectual property set forth on Exhibit B-1 attached hereto, so that the "Collateral" (as defined in the Original IP Agreement) includes, without limitation, all of the intellectual property set forth in Exhibit B to the Original IP Agreement and all of the intellectual property set forth in Exhibit B-1 hereto.

2. Assignor confirms its grant to Assignee of security interests in Assignor's entire right, title and interest in the Collateral, including, without limitation, the intellectual property set forth on Exhibit B-1 hereto, for purposes of securing the Obligations (as defined in the Loan Agreement) of Assignor to Assignee.

3. As supplemented hereby, all terms and conditions of the Original IP Agreement shall continue in full force and effect, and Assignor represents and warrants to Silicon that all representations and warranties set forth in the Original IP Agreement, as supplemented hereby, are true and correct as of the date hereof. This Supplement is an integral part of the Original IP Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

ASSIGNOR:

Com21, Inc.

By: *Ralph Mariman*

Title: CFO

Name (please print):
Ralph Mariman

Address of Assignor:

750 Tasman Drive
Milpitas, California 95035

EXHIBIT "B-1"

PATENTS

<u>TITLE</u>	<u>APPL./SERIAL NO.</u>	<u>APPL./ISSUE DATE</u>
Method and apparatus for sub-network devices without direct layer-2 communication and coupled to a common forwarding agent interface to communicate through layer-3	09/594,216	06/14/00