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

> PATENT REEL: 014192 FRAME: 0736

GRANT OF SECURITY INTEREST

PATENTS

THIS GRANT OF SECURITY INTEREST, dated as of December 12, 2003, is executed by Arcwave, Inc., a Delaware corporation ("Debtor"), in favor of David Ladd, as Collateral Agent as named in the Security Agreement (as herein defined) ("Secured Party").

- A. Reference is made to a Security Agreement, dated as of December 12, 2003 (the "Security Agreement"), by and between Debtor and Secured Party.
- 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 (collectively, the "Patents");
- C. <u>Schedules 1-A and 1-B</u> hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Patents in or to which Debtor has any right, title, interest, claim or demand.
- D. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement;

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 Security Agreement.

Secured Party's address is: David Ladd, as Collateral Agent c/o Mayfield 2800 Sand Hill Road, Suite 250 Menlo Park, CA 94025

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Arcwave Inc

408-558-2302

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

ARCWAVE, INC.

James Bertonis,

Zhief Technology Officer

[Signature page to Grant of Socurity Interest - Passets]

PATENT ---

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SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PATENTS

Title Date Issued Patent No.

Apparatus and Method for High N/A 6,625,222

Speed Wireless Upstream Data Transmission Using CATV-Compatible Modems"

SCHEDULE I-B TO GRANT OF SECURITY INTEREST

PATENT APPLICATIONS

<u>Title</u>	Application Date	Application No.
Apparatus and Method for Extending DOCSIS Cable Modem Service Over Wireless Links	6/16/2 00 3	60/463,483
Method and Apparatus for Preventing Warpage of Printed Circuit Boards	10/28/2002	10,282,353
System and Method for Wireless Cable Data Transmission	3/27/2002	10/109,354
Method and System for Clustered Wireless Networks	4/5/2001	09/828,349
Reservation Protocol in a Node Network	4/5/2001	09/828,339
Synchronization and Interference Measurement for Mesh Network	5/6/2003	10/431,139
Scalable Broadband Wireless Mesh Access Network	7/9/2003	10/616,882
Bandwidth Allocation Method for Fixed Wireless Networks	7/10/2003	10/619,369

PATENT

REEL: 014192 FRAME: 0739

RECORDED: 12/15/2003