



07-31-2003



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

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

1. Name of conveying party(ies): 7-25-03
Bridgewave Communications, Inc
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Comdisco Ventures, Inc
Internal Address: _____
Street Address: 6011 N. River Rd
City: Rosemont State: IL zip: 60018
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 6-4-03

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) 9/528,111
10/081,565 10/137,002
10/043,768
Additional numbers attached? Yes No

B. Patent No.(s) _____

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kathy VanKampen
Internal Address: _____
Street Address: 6011 N. River Rd.
Legal Dept
City: Rosemont State: IL zip: 60018

6. Total number of applications and patents involved: 4
7. Total fee (37 CFR 3.41).....\$ 160.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: 20-0052

DO NOT USE THIS SPACE

9. Signature.
Christine E Wilson
Kathy VanKampen
Name of Person Signing

Christine E Wilson
Kathy VanKampen
Signature

6/24/03
Date

Total number of pages including cover sheet, attachments, and documents: 5

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

07/31/2003 LMIJELLER 00000035 200052 10001565
01 FC:8021 160.00 BA

PATENT
REEL: 014323 FRAME: 0179

TRADEMARK FEE PROCESS
REC'D
2003 JUN 25 P 3 51

COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This Collateral Grant of Security Interest in Patents and Trademarks (this "Agreement") is made on this 4th day of June 2003, by BRIDGEWAVE COMMUNICATIONS, INC., a California corporation ("Grantor"), for the benefit of COMDISCO VENTURES, INC., a successor in interest to Comdisco, Inc. ("Grantee").

WHEREAS, Grantor owns an interest in the patents and applications for patents, and is a party to the patent licenses listed on Schedule A;

WHEREAS, Grantor owns an interest in the trademarks and applications for trademarks, and is a party to the trademark licenses listed on Schedule B;

WHEREAS, Grantee has agreed to restructure Grantor's obligations under that certain Master Lease Agreement dated April 2000 between Grantor and Grantee (together with all associated equipment schedules and summary equipment schedules pursuant thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Lease") and that certain Loan and Security Agreement dated as of June 19, 2000 between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Equipment Loan"), upon the terms and conditions set forth in that certain Restructuring Agreement of even date herewith (the "Restructuring Agreement"). All the obligations under the Lease, the Equipment Loan and the Restructuring Agreement are collectively referred to herein as the "Obligations"; and

WHEREAS, pursuant to Restructuring Agreement, Grantor has granted to Grantee a security interest in all of Grantor's assets, including all right, title and interest of Grantor in, to and under all of its Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for Patents or Trademarks (each as defined in the Restructuring Agreement), and all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all the Obligations.

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

1. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of the Obligations, Grantor hereby grants to Grantee a continuing security interest in all of Grantor's now existing or hereafter acquired right, title, and interest in all of the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising:

- (i) all Patents, Patent Licenses, and applications for Patents, including those listed on Schedule A;
- (ii) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule B; and
- (iii) all Proceeds of the foregoing.

2. Authorization. Grantor hereby authorizes Grantee to file this Agreement with the U.S. Patent and Trademark Office and take any other actions necessary to enable Grantee to perfect its security interest in the Intellectual Property Collateral. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. Security for Obligations. The security interest in the Intellectual Property Collateral is granted to secure the Obligations under and pursuant to the Lease, the Equipment Loan and the Restructuring Agreement (collectively, the "Restructure Documents"). Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Restructure Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth

herein. All capitalized terms and rules of construction used herein but not defined or established herein shall be applied herein as defined or established in the Restructuring Agreement.

4. Governing Law. This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of law principles hereof, and (where applicable) the laws of the United States of America.

5. Further Assurances. At any time and from time to time, upon the written request of Grantee, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Grantee may reasonably request for the purpose of enabling Grantee to obtain or preserve the full benefits of this Agreement and the Restructure Documents, and of the rights and powers herein and therein granted, including, without limitation, the filing by Grantee of any additional, supplemental, or amended Collateral Grant of Security Interest of Patents and Trademarks with the U.S. Patent and Trademark Office, or the filing by Grantee of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or in any of the Restructure Documents.

6. Grantee's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, subject to the terms of the Restructure Documents, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name against any third parties to enforce Grantee's interests in and to the Intellectual Property Collateral, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute and deliver any and all proper documents, instruments or information that may be necessary or desirable to aid Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses, including reasonable attorneys' fees, incurred by Grantee in the exercise of the foregoing rights.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantor and Grantee.

8. Binding Effect. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

IN WITNESS WHEREOF, Grantor has duly executed this Collateral Grant of Security Interest in Patents and Trademarks as of the date first set forth above.

Grantor:

BRIDGEWAVE COMMUNICATIONS, INC.

Signature: A. Maxleff
Print Name: AMEL MAXLEFF
Title: CEO

SCHEDULE A

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS
BY BRIDGEWAVE COMMUNICATIONS, INC. IN FAVOR OF COMDISCO VENTURES, INC.**

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

PATENT APPLICATIONS		
Name	Status and Date Filed	Application Number
Signal Communications System and Method for Noisy Links	Pending. Filed March 17, 2000.	9/528,111
High Frequency Device Packages and Methods	Pending. Filed February 22, 2002.	10/081,565
Micro Circuits with a Sculpted Ground Plane	Pending. Filed May 1, 2002.	10/137,002
Direct Digitally Tunable Microwave Oscillator and Filters	Pending. Filed August 18, 1999	09,376,867
Wideband Digital Radio with Transmit Modulation Cancellation	Pending. Filed April 24, 2003.	PENDING

SCHEDULE B

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS
BY BRIDGEWAVE COMMUNICATIONS, INC. IN FAVOR OF COMDISCO VENTURES, INC.**

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

None.