

08-13-2003



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Attorney Docket No.: 4341G007

102523660

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Cayuga Venture Fund II, LLC

15 Thornwood Drive

Ithaca, NY 14850

Additional name(s) of conveying party(ies) attached?

☒ No ☐ Yes

2. Name and address of receiving party(ies):

Name: Calient Networks, Inc.

A Delaware Corporation

Internal Address:

Street Address: 5853 Rue Ferrari

City: San Jose State/Province: California Zip: 95138

Country: USA

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of Conveyance

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other: Subordination Agreement

Execution Date(s): 07.25.03

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)

B. Patent No.(s): 6,245,227 B1

Additional numbers attached? ☐ Yes ☒ No

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

Lester J. Vincent, Reg. No. 31,460

Name: Blakely, Sokoloff, Taylor & Zafman LLP

Internal Address:

Street Address: 12400 Wilshire Boulevard, 7th Floor

Los Angeles, California 90025

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:

02-2666

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

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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.

Lester J. Vincent, Reg. No. 31,460

Name of Person Signing

Signature

August 6, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 3

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

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Based on Form PTO-1595 as modified by BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP on 05/09/03

PATENT
REEL: 014363 FRAME: 0155



Kionix

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July 25, 2003

Cayuga Venture Fund II, LLC
By: Mr. Philip Proujansky
15 Thornwood Drive
Ithaca, New York 14850

Re: Lender Consent

Dear Phil:

This agreement conveys and evidences Bridge Lenders' consent to Borrower's creation of a security interest in certain of the collateral pledged pursuant to the Amended and Restated Security Agreement dated as of July 2, 2003, and Bridge Lenders' subordination of certain of their interests in that collateral.

Specifically, Borrower requests that the Bridge Lenders consent to Borrower's execution of the enclosed First Amendment to Patent Agreement with Calient Networks, Inc. ("Amendment"). Included among the terms of the Amendment is conveyance of an interest in the "227 Patent" (as that term is defined therein) and foreign counterparts thereof to secure a certain indemnity obligation of the Borrower.

The Bridge Lenders, by CVF II, LLC as their agent, hereby consent to Borrower's execution and performance of the Amendment. The Bridge Lenders, by CVF II, LLC as their agent, hereby agree to subordinate their interest in U.S. Patent Number 6,245,227 B1 to the interest of Calient Networks, Inc. ("Calient") that is created in that patent by the Amendment for so long as the security terms of the Amendment remain in full force and effect, and to promptly file or cause to be filed any and all UCC and/or other filings to be made as necessary upon the reasonable request of Borrower or Calient to give full effect to that subordination. Such subordination and any obligation to document such subordination shall terminate immediately upon termination of Calient's security interest.

Very truly yours,

Michael D. Pinnisi
General Counsel

Agreed:

CVF II, LLC, by Philip Proujansky,
as agent for the Bridge Lenders