

12/19/03

12-29-2003



Form PTO-1595
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OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):
VIGILANT NETWORKS LLC

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

2. Name and address of receiving party(ies)
Name: Bank of America, N.A., as Agent

Internal Address: _____

Street Address: 335 Madison Avenue

City: New York State: NY Zip: 10017

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

3. Nature of conveyance:

☐ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☒ Other Assignment For Security

Execution Date: November 10, 2003

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) 08/619,934

B. Patent No.(s) 6,397,159

Additional numbers attached? ☒ Yes ☐ No

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

Name: Paul Somelofskc

Internal Address: Kaye Scholer LLP

Street Address: 425 Park Avenue

City: New York State: NY Zip: 10022-3598

6. Total number of applications and patents involved: 12

7. Total fee (37 CFR 3.41).....\$ 480.00

☒ 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.

Paul Somelofskc Paul Somelofskc 12-18-03

Name of Person Signing Signature Date

12/24/2003 EDOOPER 00000082 00619934 Total number of pages including cover sheet, attachments, and documents: 10

12/24/2003
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480.00

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

30760274.PDF

PATENT
REEL: 014815 FRAME: 0394

CONTINUATION OF SECTIONS 4.A. AND 4.B.
(Patent Application No.(s) and Patent No.(s))

PATENT APPLICATION NO.(S)

<u>Patent Applications</u>	<u>Application Date</u>	<u>Application No.</u>
PACKET NETWORK MONITORING DEVICE	03/18/1996	08/619,934
PACKET NETWORK MONITORING DEVICE	10/28/1999	09/429,458
SYSTEM AND METHOD TO DETERMINE DATA THROUGHPUT IN A COMMUNICATION NETWORK	10/06/2000	09/684,453
METHOD AND SYSTEM FOR PERFORMING TIME DOMAIN REFLECTOMETRY CONTEMPORANEOUSLY	11/15/1999	09/440,293
COMPUTER NETWORK PHYSICAL-LAYER ANALYSIS METHOD AND SYSTEM	12/29/1999	09/474,390
METHOD AND SYSTEM FOR COMPUTER NETWORK LINK WITH UNDEFINED TERMINATION CONDITION	05/31/2001	09/871,053
SINGLE ENDED ATTENUATION MEASUREMENT	07/13/2001	09/904,822

PATENT NO.(S)

<u>Patent</u>	<u>Issue Date</u>	<u>Patent No.</u>
METHOD AND SYSTEM FOR NODE SIDE ANALYSIS OF COMPUTER NETWORK LINK	10/24/2000	6,138,080
METHOD AND SYSTEM FOR CHARACTERIZING TERMINATIONS IN A LOCAL AREA NETWORK	01/18/2000	6,016,464
METHOD AND SYSTEM FOR CHARACTERIZING TERMINATIONS IN A LOCAL AREA NETWORK	05/28/2002	6,397,159

COMPUTER NETWORK CROSS-CONNECT PANEL PROVIDING PHYSICAL LAYER MONITORING AND METHOD THEREFOR	03/12/2002	6,356,532
METHOD AND SYSTEM FOR COMPUTER NETWORK LINK WITH UNDEFINED TERMINATION CONDITION	11/27/2001	6,324,168

GRANT OF SECURITY

(PATENTS)

WHEREAS, VIGILANT NETWORKS LLC (herein referred to as "Assignor"), owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule A annexed hereto as part hereof (the "Patents");

WHEREAS, Assignor, certain affiliates thereof, certain financial institutions named therein (the "Lenders"), Bank of America, N.A., as agent for the Lenders (in such capacity, together with any successor agent, "Assignee"), Bank of America, N.A., as syndication agent, Fleet Capital Corporation, as documentation agent, and Banc of America Securities LLC, as sole book runner and lead arranger, are parties to the Credit Agreement dated as of November 10, 2003, and Assignee and the Lenders are desirous of having a security interest and lien on the above-identified property as security for all Obligations, as defined in the Agreement;

WHEREAS, Assignor has entered into a Security Agreement, dated as of November 10, 2003 (as it may hereafter be amended, supplemented or otherwise modified from time to time, the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and lien on, all right, title and interest of Assignor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), as security for all Obligations, as defined in the Agreement;

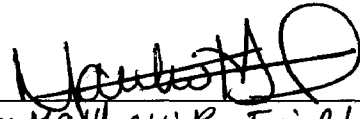
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a continuing security interest in, and lien on, the Collateral as security for all Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and lien on 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.

Assignee's address is 335 Madison Avenue, New York, New York 10017.

IN WITNESS WHEREOF, Assignor has caused this Grant to be duly executed by its officer thereunto duly authorized as of the 10th day of November, 2003.

VIGILANT NETWORKS LLC

By: 
Name: Matthew R. Frisel
Title: Vice President and Treasurer

STATE OF New Jersey)
COUNTY OF Sussex) ss.:

On this 10th day of November, 2003, before me personally appeared Matthew Tril, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Vigilant Networks LLC, who being by me duly sworn did depose and say that he or she is an authorized officer of said entity, that said instrument was signed on behalf of said entity as authorized by the Board of Directors and that he or she acknowledged said instrument to be the free act and deed of said entity.

Linda Oliver Budich
Notary Public

"Official Seal"
Linda Oliver Budich
Notary Public, State of New Jersey
My Commission Expires Aug. 2, 2005

SCHEDULE A TO GRANT OF SECURITY

PATENTS

Title	Jurisdiction	Pat. No. (App. No.)	Issue Date (App. Date)	Status/Comments
Method and system for node side analysis of computer network link	USA	6,138,080	10/24/2000	Issued
Method and system for characterizing terminations in a local area network	USA	6,016,464	01/18/2000	Issued
Packet network monitoring device	USA	(08/619,934)	(03/18/1996)	
Packet network monitoring device	USA	(09/429,458)	(10/28/1999)	
System and method to determine data throughput in a communication network	USA	(09/684,453)	(10/06/2000)	
Method and system for performing time domain reflectometry contemporaneously	USA	(09/440,293)	(11/15/1999)	
Method and system for characterizing terminations in a local area network	USA	6,397,159	05/28/2002	Issued
Computer network cross-connect panel providing physical layer monitoring and method therefor	USA	6,356,532	03/12/2002	Issued
Computer network physical-layer analysis method and system	USA	(09/474,390)	(12/29/1999)	
Method and system for computer network link with undefined termination condition	USA	6,324,168	11/27/2001	Issued
Method and system for computer network link with undefined termination condition	USA	(09/871,053)	(05/31/2001)	Published with publication no. 20020021676)
Single ended attenuation measurement	USA	(09/904,822)	(07/13/2001)	Published with publication no. 20020105912

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, THAT VIGILANT NETWORKS LLC, a Delaware limited liability company, with its principal office at c/o Krone Inc., 7229 South Alton Way, Centennial, CO 80112, (hereinafter called the "Assignor"), hereby appoints and constitutes Bank of America N.A., a national banking association, as agent (in its capacity as agent, together with any successor in such capacity, referred to herein as the "Assignee") for the financial institutions (the "Lenders") now or hereafter being parties to the Credit Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement"), among the Assignor, certain affiliates of the Assignor, Assignee, Bank of America, N.A., as syndication agent, Fleet Capital Corporation, as documentation agent, and Banc of America Securities LLC, as sole book runner and lead arranger, its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of the Assignor upon and during the continuance of an Event of Default:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of the Assignor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of the Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

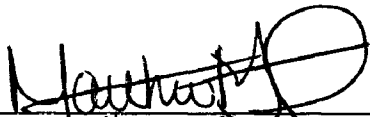
3. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as the Assignee may in its sole discretion determine.

This power of attorney is made pursuant to a Security Agreement, dated the date hereof, among the Assignor the Assignee and certain other Grantors and takes effect solely for the purposes of Section 23 thereof and is subject to the conditions thereof and may not be revoked until the indefeasible payment and performance in full in cash of all "Obligations" as

defined in such Security Agreement and the expiration or termination of all of the Commitments (as defined in the Credit Agreement) of the Lenders under the Credit Agreement and the cancellation and of all Letters of Credit (as defined in the Credit Agreement) issued pursuant to the Credit Agreement (or to the extent not so cancelled and returned, the deposit with the Assignee of Supporting Letters of Credit (as defined in the Credit Agreement) for such outstanding Letters of Credit (or related Credit Support, as defined in the Credit Agreement) in accordance with and as required by the Credit Agreement).

Dated: November 10, 2003

VIGILANT NETWORKS LLC

By: 
Name: Matthew R. Friel
Title: Vice President and Treasurer

STATE OF New Jersey) ss.:
COUNTY OF Sussex)

On this 10th day of November, 2003, before me personally appeared Matthew Tril, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Vigilant Networks LLC, who being by me duly sworn did depose and say that he or she is an authorized officer of said entity, that said instrument was signed on behalf of said entity as authorized by the Board of Directors and that he or she acknowledged said instrument to be the free act and deed of said entity.

Linda Oliver Budich
Notary Public

"Official Seal"
Linda Oliver Budich
Notary Public, State of New Jersey
My Commission Expires Aug. 2, 2005