

FORM PTO-1596  
1-31-92

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

**Docket No.: 60095-0021**

**PATENTS ONLY**

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

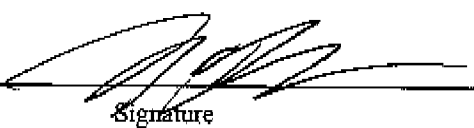
1. Name of Conveying Party(ies): Comdisco, Inc.  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes	2. Name and address of receiving party(ies): Name: <u>Speedera Networks, Inc.</u> Internal Address: _____  Street Address: <u>4800 Great America Parkway, Suite 220</u>  City: <u>Santa Clara</u> State/Country <u>CA</u> ZIP: <u>95054</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes
3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Discounted Payoff Agreement</u> Execution Date: <u>January 22, 2002</u>	

4. Application number(s) or patent number(s): <u>09/909,651</u> If the document is being filed together with a new application, the execution date of the application is: <u>January 22, 2002</u>	
A. Patent Application No(s).	B. Patent No(s).
Additional numbers attached? <input type="checkbox"/> Yes	

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Hickman Palermo Truong &amp; Becker LLP</u> Internal Address: _____  Street Address: <u>2055 Gateway Place, Suite 550</u>  City: <u>San Jose</u> State: <u>CA</u> Zip: <u>95110</u>	6. Total number of applications and patents involved: <u>1</u>  7. Total fee (37 CFR 3.41) <u>\$40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <u>50-1302</u>
--	---

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.*

Kirk D. Wong, Reg. No. 43,284  February 2, 2006

Name and Registration No. of Person Signing	Signature	Date
Total number of pages comprising cover sheet:		6

CMB No. 0851-0011 (exp. 4/94)

CH \$40.00 501302 09909651

JAN-23-2002 10:45

COMDISCO-LEGAL DEPT.

P. 02/09

**847/698-3000**

Comdisco, Inc.  
6111 North River Road  
Rosemont, IL 60018

**January 22, 2002****VIA E-FACSIMILE**

Mr. Ajit Gupta  
Speedera Networks, Inc.  
4800 Great American Parkway, Suite 220  
Santa Clara, CA 95054-1227  
Facsimile: 408/855-9543

**RE: DISCOUNTED PAYOFF AGREEMENT**

Subordinated Loan and Security Agreement dated as of April 19, 2000, Amendment No. 1 to Lease and Subordinated Loan and Security Agreement dated as of March 30, 2001 and all related notes and attachments thereto between Comdisco, Inc. and Speedera Networks, Inc. (collectively, the "Loan Agreement")

Master Lease Agreement, Addendum and Equipment Schedules VL-1 and VL-2, all dated as of January 26, 2000, Equipment Schedules VL-3 and VL-4 both dated as of April 12, 2000, Amendment No. 1 to Lease and Subordinated Loan and Security Agreement dated as of March 30, 2001 and all related summary equipment schedules between Comdisco, Inc. and Speedera Networks, Inc. (collectively, the "Lease Agreement").

Second Amended and Restated Investors' Rights Agreement made and entered into as of March 30, 2001 by and among Speedera Networks, Inc. and the Investors and Stockholders (each as defined therein), including without limitation, Comdisco, Inc. (the "Rights Agreement").

Dear Mr. Gupta:

1. This letter agreement sets forth the terms on which Comdisco, Inc. ("Comdisco") agrees to accept a discounted payoff of all of the obligations of Speedera Networks, Inc. ("Speedera") to Comdisco under the Loan Agreement and the Lease Agreement ("Obligations").

2. Speedera is currently in breach of (i) its financial information disclosure obligations pursuant to Section 1.1 of the Rights Agreement by failing to provide certain investors with certain financial information as required, which has resulted in a consequential breach of the Loan Agreement and the Lease Agreement, and (ii) its failure to make the payments required under the Loan Agreement and the Lease Agreement (collectively, the "Breaches").

3. This Letter Agreement (the "Letter Agreement") sets forth the terms and conditions on which Comdisco shall accept a discounted payoff of the Obligations and provide a mutual release and waiver pursuant to Section 4 below.

JAN-23-2002 10:45

COMDISCO-LEGAL DEPT.

P. 03/09

4. Subject to and effective upon Comdisco's receipt of each of the following on or before close of business on Monday, January 28, 2002:

(a) an original or facsimile transmission of this Letter Agreement, duly countersigned by Speedera;

(b) Seven Hundred Seventy-Five Thousand Dollars and NO/100 (\$775,000.00) (the "Discounted Payoff Amount") by wire transfer as set forth herein in full and final satisfaction of the total amount owed to Comdisco by Speedera;

(c) reimbursement by Speedera of all legal, administrative and consulting costs associated with this letter agreement; and

(d) an original or facsimile transmission of a Series C Preferred Stock Purchase Agreement pursuant to which Speedera will issue 4,945,055 shares of Speedera's Series C Preferred Stock to Comdisco, in substantially the same form as previously provided to Comdisco, duly executed by Speedera (the "Series C Agreement").

Clauses (a) through (d) are collectively referred to herein as the "Conditions". Subject to and upon satisfaction of the Conditions by Speedera:

(i) all of the outstanding debts, liabilities, and obligations owing by Speedera to Comdisco under the Loan Agreement, the other Loan Documents (as defined in the Loan Agreement), and the Lease Agreement, including, without limitation, the Obligations, shall be satisfied in full and Speedera shall be released from all liability therefor: provided that (A) Speedera shall remain obligated to Comdisco for any claim thereafter arising with respect to any of its ongoing indemnification obligations under the Loan Agreement, the other Loan Documents and the Lease Agreement (the obligations described in this clause (A) shall be hereinafter referred to as the "Surviving Obligation"), and (B) in the event any payment received by Speedera from Comdisco hereunder is declared to be preferential or fraudulent, set aside, or required to be repaid, then to the extent of such recovery, the payments due under the Loan Agreement and the Lease Agreement and all liens, rights and remedies therefor, shall be revived and continued in full force and effect as if such payment had not been made.

(ii) the financing arrangements between Comdisco and Speedera pursuant to the Loan Agreement and the Lease Agreement shall thereupon be terminated;

(iii) all liens, security interests, mortgages, and other encumbrances, all of any kind, nature, or description, whenever and however arising, in favor of Comdisco, or any party claiming by, through or under Comdisco, on any of the assets and property, real or personal, tangible or intangible, of Speedera shall thereupon be terminated.

(iv) Comdisco hereby quitclaims to Speedera any and all of Comdisco's interest in and title to the Equipment (as defined in the Lease Agreement), said interest being transferred on an "as is," and "where is" basis without representations or warranties of any kind, express or implied, including, without limitation, any warranties as to the merchantability or fitness of the Equipment for use or sale; provided, however, that title to the Equipment shall be free and clear of any and all liens and security interests arising by, through or under Comdisco;

(v) Comdisco assigns to Speedera, to the extent assignable, all warranty or indemnification rights, if any, transferred to Comdisco by any manufacturer, vendor or licensor with respect to the Equipment; and

JAN-23-2002 10:46

COMDISCO-LEGAL DEPT.

P.04/09

(vi) Comdisco shall thereupon execute and deliver to Speedera upon request such UCC termination statements, bill of sale with respect to the Equipment, releases, reconveyances and other appropriate documentation reasonably requested by Speedera to more fully effectuate this Letter Agreement.

5. The Discounted Payoff Amount shall be made by wire transfer in immediately available funds to the following account:

Bank of America  
231 S. LaSalle  
Chicago, IL

ABA # 071 000 039  
Acct Name: Comdisco Inc.  
Acct #: 8188800646

6. By its execution of this letter agreement and full performance of the Conditions, except for the Surviving Obligations and any claims relating to the Series C Preferred Stock Purchase Agreement and the Rights Agreement, each party, for itself and on behalf of each of its successors, assigns, and present and future stockholders, officers, directors, employees, agents and attorneys, hereby remises, releases and forever discharges the other party and its present and former officers, directors, stockholders, employees, agents, attorneys, successors and assigns from any and all claims, rights, actions, causes of action, suits, liabilities, defenses, damages and costs that (a) exist or may exist as of the date hereof, (b) arise from or are otherwise related to the Loan Agreement, the other Loan Documents or the Lease Agreement, any transaction contemplated thereby, the administration of the Loan Agreement, the Lease Agreement and other financial accommodations made thereunder, the collateral security given in connection with the Loan Agreement, or any related discussions or negotiations and (c) arise from or are otherwise related to the Breaches, in each case whether known or unknown, suspected or unsuspected. Each party waives any and all claims, rights and benefits it may have under any law of any jurisdiction that would render ineffective a release of claims that it does not know or suspect to exist in its favor at the time of executing the release and that, if known by it, would have materially affected its settlement with the other, including, without limitation, a release made by a creditor of claims that the creditor does not know or suspect to exist in its favor at the time of executing the release and that, if known by it, would have materially affected its settlement with the applicable debtor. Each party acknowledges that it is aware of the following provisions of section 1542 of the California Civil Code:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

**Each party expressly and voluntarily waives each and all claims, rights, or benefits it has or may have under section 1542 of the California Civil Code, or any other similar law of any other jurisdiction, to the full extent that it may lawfully waive such claims, rights and benefits in connection with this release. Each party acknowledges that (a) it has been represented by independent legal counsel of its own choice throughout all of the negotiation that preceded the execution of this letter agreement and that it has executed this letter agreement after receiving the advice of such independent legal counsel, and (b) it and its respective counsel have had an adequate opportunity to make whatever investigation or inquiry they deem necessary or desirable in connection with the release contained in this Letter Agreement.**

Each of Comdisco and Speedera represents that it has not assigned or transferred, or attempted to assign or transfer, to any person any claim the release contained in this Letter Agreement purports to waive.

JAN-23-2002 10:46

COMDISCO-LEGAL DEPT.


P.05/09

This Letter Agreement binds and will inure to the benefit of each of Comdisco and Speedera and their heirs, administrators, representatives, executors, successors and assigns. This Letter Agreement shall be governed for all purposes by the laws of the State of California. In the event that any provision of this Letter Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable. In lieu thereof, there shall be added a provision as similar to terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

By executing this Letter Agreement, each of Comdisco and Speedera hereby indicates its agreement to all of the foregoing. This Letter Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Letter Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

Sincerely,

COMDISCO, INC.

  
\_\_\_\_\_  
Victor Hanna  
Vice President  
Comdisco Ventures

ACKNOWLEDGED AND AGREED TO:

SPEEDERA NETWORKS, INC.  
Company Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JAN-23-2002 10:46

COMDISCO-LEGAL DEPT.

P.06/09

This Letter Agreement binds and will inure to the benefit of each of Comdisco and Speedera and their heirs, administrators, representatives, executors, successors and assigns. This Letter Agreement shall be governed for all purposes by the laws of the State of California. In the event that any provision of this Letter Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable. In lieu thereof, there shall be added a provision as similar to terms to such illegal, invalid or unenforceable provision as may be possible and is legal, valid and enforceable.

By executing this Letter Agreement, each of Comdisco and Speedera hereby indicates its agreement to all of the foregoing. This Letter Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Letter Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

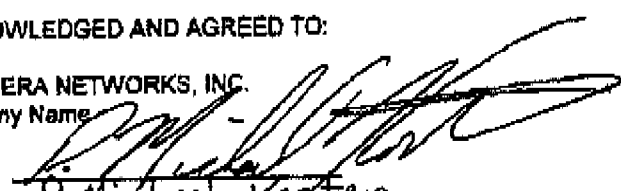
Sincerely,

COMDISCO, INC.

\_\_\_\_\_  
Victor Hanna  
Vice President  
Comdisco Ventures

ACKNOWLEDGED AND AGREED TO:

SPEEDERA NETWORKS, INC.  
Company Name

By:   
Name: P. Michael Korten  
Title: VP + CEO