

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
BANDSPEED, INC.	02/11/2005

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	75 E. TRIMBLE ROAD
Internal Address:	MC 4770
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95131

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	6804313
Patent Number:	6295326
Patent Number:	6996199
Patent Number:	6987955
Patent Number:	6983030
Application Number:	10858936
Application Number:	10870199
Application Number:	09939105

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858-550-6403
 Email: erin.obrien@cooley.com
 Correspondent Name: Erin O'Brien
 Address Line 1: 4401 Eastgate Mall

CH \$320.00 6804313

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 036703-1181 BANDSPEED

NAME OF SUBMITTER: Erin O'Brien

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 11, 2005 by and between COMERICA BANK ("Bank") and BANDSPEED, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

4301 Westbank Dr., Bldg. B, Suite 100
Austin, Texas 78746


Attn: Joel Rollins, CFO

GRANTOR:

BANDSPEED, INC.

By: _____

Title: _____



VP of Finance & CFO

BANK:

COMERICA BANK

By: _____

Title: _____


Vice President

Address of Bank:

Comerica Bank
Commercial Loan Services Department
9920 S. La Cienega Blvd., 14th Floor
Inglewood, CA 90301

Attn: Loan Documentation

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Approach for Processing Data Received from a Communications Channel	6804313	10/12/2004
Kalman Filter Based Equalizations for Digital Multicarrier Communications Systems	6295326	9/25/2001
Approach for Processing Data Received from a Communications Channel to Reduce Noise Power and Optimize Impulse Response Length to Reduce Inter-Symbol Interference and Inter-Channel Interference	6996199	02/07/2006
Approach for Managing Power for Communications Channels Based on Performance	6987955	01/17/2006
Approach for Processing Data Received from a Communications Channel in Finite Precision Arithmetic Applications	6983030	01/03/2006
Methods and Apparatus for Sector Channelization and Polarization for Reduced Interference in Wireless Networks	10/858,936	06/01/2004
Method and Apparatus for Coverage and Throughput Enhancement in a Wireless Communication System	10/870,199	06/16/2004
Approach for Transferring Functions Between Participants in a Communications Arrangement	09/939,105	07/25/2002

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GYPSY Computer networking software, namely, operating software for wireless access	78-258434	4/13/04
LISTEN AND LEARN Computer software for use in optimizing and managing radio frequency in the field of wireless communications	78-311597	9/7/04

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