#### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Secured Party Bill of Sale and Transfer Statement

#### **CONVEYING PARTY DATA**

Name	Execution Date
STAC Networks Corporation c/o ARCH Venture Partners	05/19/2004

#### **RECEIVING PARTY DATA**

Name:	Van Drebbel Mariner LLC	
Street Address:	171 Main Street	
Internal Address:	#271	
City:	Los Altos	
State/Country:	CALIFORNIA	
Postal Code:	94033	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11502348

#### **CORRESPONDENCE DATA**

Fax Number: (214)855-8200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-855-7415

smatthews@fulbright.com Email: Correspondent Name: David H. Tannenbaum 2200 Ross Avenue Address Line 1:

Address Line 2: Suite 2800

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	66360-P040C1C4-10609738
NAME OF SUBMITTER:	Scott Matthews

**Total Attachments: 6** 

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PATENT REEL: 018507 FRAME: 0285

### SECURED PARTY BILL OF SALE AND TRANSFER STATEMENT

Date: May 19, 2004

In consideration of its bid of the sum of \$900,000.00 (Nine Hundred Thousand Dollars and No Cents, STAC Networks Corporation ("Secured Party"), as assignee of the rights of the holders of a security interest granted by Malibu Networks, Inc., a California corporation ("Debtor") pursuant to that certain Security Agreement dated March 20, 2002 ("Security Agreement"), hereby sells, transfers, and assigns to Van Drebbel Mariner, L.L.C., the purchaser at a public foreclosure sale ("Purchaser"), and Purchaser hereby accepts delivery of, all the right, title, and interest of the Debtor, in and to the property described on Exhibit A hereto (collectively, the "Collateral").

Secured Party name and mailing address:

STAC Networks Corporation C/o ARCH Venture Partners 6801 N. Capital of Texas Highway, Bldg. 2, Suite 225 Austin, Texas 78731

Debtor name and mailing address: Malibu Networks, Inc. 1455 McCarthy Blvd. Milpitas, CA 95035

Transferee name and mailing address:
Van Drebbel Mariner LLC
171 Main Street #271
Los Altos, CA 94033

- Debtor is in default of its obligations to Secured Party and Secured Party
  is entitled to sell the Collateral under the terms of written agreements between Debtor and
  Secured Party, the provisions of the California Uniform Commercial Code, and other applicable
  laws.
- 2. Secured Party holds a valid, perfected, and first priority security interest in the Collateral. Security Party has exercised its post-default remedies with respect to the collateral.
- 3. Secured Party has all necessary power and authority to deliver this Secured Party Bill Of Sale to Purchaser and to convey to Purchaser the Collateral by reason of exercise of Secured Party's post-default remedies.
- 4. The disposition of the Collateral affected by this Secured Party Bill Of Sale transfers to Purchaser all of the Debtor's rights therein, discharges Secured Party's security

424094 v1/SD 938#011.DOC interest under which it was made, and discharges any security interests or liens subordinate thereto.

Except for those representations and warranties set forth in paragraphs 1 through 4 above, Purchaser agrees that the Collateral is transferred without any warranties or representations of any kind, express or implied, including any warranties as to the validity or effectiveness of the Domestic and/or Foreign patents and/or patent applications, trademarks and/or trademark applications, or as to the merchantability or fitness of the Collateral for use or sale. There are no warranties which extend beyond the description on the face hereof and Purchaser agrees that the Collateral is placed at Purchaser's disposal in "as is" and "where is" condition.

SECURED PARTY:

STAC NETWORKS CORPORATION

Lein Hellams

By: Name: Kevin Williams

Title: President, STAC Networks Corporation

VAN DREBBEL MARINER, L.L.C.:

Name:

Title:

AUTHORIZED PERSON

### EXHIBIT A DESCRIPTION OF COLLATERAL

The Collateral sold consists of all right, title and interest of Debtor in and to the following:

All right, title, and interest of Debtor in and to the following: All of the Debtor's properties, assets and rights of every kind and nature, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof, including, without limiting the generality of the foregoing, all goods, accounts, contract rights, rights to the payment of money including tax refund claims, insurance proceeds and tort claims, chattel paper, documents, instruments, general intangibles, securities, patents, trademarks, trade names, copyrights, patent rights, inventions, processes, formulae, licenses, trade secrets, know-how and other proprietary rights and proceeds thereof, engineering drawings, service marks, furniture, fixtures, equipment, inventory, raw materials, work in progress, books and records, real property, and interests in and rights in, on or over real property, including without limitation the patents and patent applications listed on Exhibit A-1 attached hereto, provided, however, that the Collateral shall not and does not include approximately 20-22 pallets of goods which Secured Party understands to be certain finished goods and work-in-process/parts inventory ("Finished Goods") currently located on the premises of Victron, Inc., 6600 Stevenson Blvd. Fremont, CA 94538.

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# EXHIBIT A-1 LIST OF PATENTS AND PATENT APPLICATIONS

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PATENT REEL: 018507 FRAME: 0290  U.S. Patent Application No. 09/349,477, entitled "Transmission Control Protocol/Internet Protocol (TCP/IP) Packet-Centric Wireless Point to Multi-Point (PtMP) Transmission System Architecture," to Jacob W. Jorgensen, filed July 9, 1999, Attorney Docket No. 36792/162236 (formerly A-21505).

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