

01-02-2008

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



ET

103472088

To the Director of the U.S. Patent and

documents or the new address(es) below.

1. Name of conveying party(ies)

WAVELINK CORPORATION

2. Name and address of receiving party(ies)

Name: CapitalSource Finance LLC

Internal Address: Peggy Balsawer

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 26, 2007

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☒ Other Amendment to Acknowledgement of IP Lien

Street Address: 4445 Willard Ave., 12th Floor

City: Chevy Chase

State: Maryland

Country: USA

Zip: 20815

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11857341; 60/502752; 60/502759; 11893,676

B. Patent No.(s)

7,133,526

Additional numbers attached? ☐ Yes ☒ No

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

Name: Morgan Lewis & Bockius, LLP

Internal Address: Kathryn Romano, Paralegal

Street Address: 300 S. Grand Ave., 22nd Floor

City: Los Angeles

State: California

Zip: 90071

Phone Number: 213-612-7302

Fax Number: 213-612-2501

Email Address: kromano@morganlewis.com

6. Total number of applications and patents involved: Five

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 200.00

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 00000034 11857341

Authorized User Name _____

200.00

9. Signature:

Kathryn Romano
Signature

December 27, 2007

Date

Kathryn Romano

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 020317 FRAME: 0078

**AMENDMENT NO.1 TO
ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

THIS AMENDMENT NO. 1 TO ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN (this "**Amendment**") is dated as of this 26th day of December, 2007, by and between Wavelink Corporation, a Washington corporation (the "**Grantor**"), and CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as administrative agent ("**CapitalSource**") on behalf of the Lenders party to the Amended Credit Agreement described below ("**Lenders**"), with reference to the following:

A. CapitalSource, Lenders, and Grantor, as the "Borrower", entered into that certain Credit Agreement dated as of October 5, 2006 (the "**Original Credit Agreement**"), pursuant to which Lenders agreed to provide certain financial accommodations to Grantor.

B. To induce Lenders to provide the financial accommodations described in the Original Credit Agreement, Grantor entered into that certain Acknowledgement of Intellectual Property Collateral Lien, dated as of October 5, 2006 (the "**Acknowledgement**"), with CapitalSource.

C. Grantor has requested that Lenders modify and amend the terms of the Original Credit Agreement pursuant to the terms and conditions set forth in that certain Amended and Restated Credit Agreement dated of even date herewith (as amended from time to time, the "**Amended Credit Agreement**").

D. To induce CapitalSource and Lenders to enter into the Amended Credit Agreement, Grantor has agreed to execute and deliver this Amendment to CapitalSource.

NOW, THEREFORE, in consideration of the foregoing recitals (all of which are incorporated herein) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. Amendments to Acknowledgement; Full Force and Effect; Ratification and Reaffirmation of the Acknowledgement.

1.1 All references to the "Credit Agreement" or similar terms in the Acknowledgement shall refer to the Amended Credit Agreement, as amended, modified, or supplemented from time to time, and all references to terms defined in the Original Credit Agreement in the Acknowledgement and to terms used in this Amendment but not otherwise defined herein shall refer to such terms as defined in the Amended Credit Agreement.

1.2 Schedule II to the Acknowledgement is hereby amended by adding the following under Item A. thereof:

<u>Grantor</u>	<u>Patents</u>	<u>Issued Date</u>	<u>Status</u>	<u>Patent No.</u>
US	System and Method for Providing WLAN Security Through Synchronized Update and Rotation of WEP Keys	November 7, 2006	Patented	7,133,526

1.3 Schedule II to the Acknowledgement is hereby amended by adding the following under Item B. thereof:

<u>Jurisdiction</u>	<u>Title</u>	<u>Application #</u>
US	Remote Control of Mobile Terminal via Remote Control Proxy and SMS	11857341
US	A method and system for Restoration of mobile device to its state prior to loss of standard memory	60/502752
US	Distributed Diagnosis and healing system for mobile devices	60/502759
US	Scripting Support for Data Identifiers, Voice Recognition, and Speech in a Telnet Session	11/893,676

1.4 Except as modified by this Amendment, all provisions of the Acknowledgement shall remain in full force and effect and is hereby ratified and reaffirmed by Grantor.

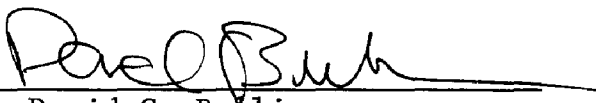
2. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which shall be an original but all of which shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, this Amendment is executed as of the day and year first above mentioned.

GRANTOR:

WAVELINK CORPORATION

By: 
Name: David C. Bullis
Title: CEO

CAPITALSOURCE:

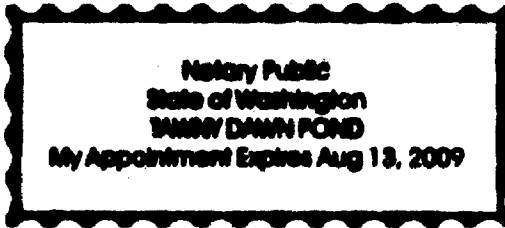
CAPITALSOURCE FINANCE LLC

By: _____
Name: _____
Title: _____

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF WA)
COUNTY OF King) SS.
On 12-19-07, before me, Tawny D Pond, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared David C. Bullis,
Name of Signer(s)

☐ personally known to me – OR – ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Tawny D Pond
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

**Acknowledgement of Intellectual Property
Collateral Lien**

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

*Amendment No. 1 to
Acknowledgement of Intellectual Property Collateral Lien
CapitalSource/Wavelink*

IN WITNESS WHEREOF, this Amendment is executed as of the day and year first above mentioned.


GRANTOR:

WAVELINK CORPORATION

By: _____
Name: _____
Title: _____

CAPITALSOURCE:

CAPITALSOURCE FINANCE LLC

By:  _____
Name: Peggy Balsawer
Title: Associate General Counsel
Corporate Finance

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Maryland)
) ss.
COUNTY OF Montgomery)

On Dec. 19, 2007, before me, Leanne Ladd, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Peggy Balsawer,
Name of Signer(s)

☒ personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Leanne Ladd
Signature of Notary Public

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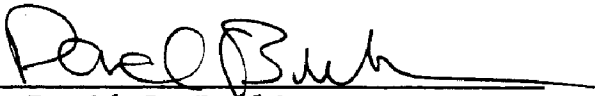
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GRANTOR:

WAVELINK CORPORATION

By: 
Name: David C. Bullis
Title: CEO

CAPITALSOURCE:

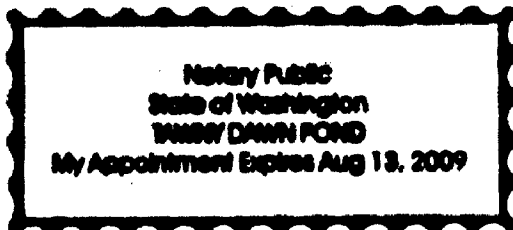
CAPITALSOURCE FINANCE LLC

By: _____
Name: _____
Title: _____

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF WA)
COUNTY OF King) ss.
On 12-19-07, before me, Tawny D Pond, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared David C. Bullis,
Name of Signer(s)

☐ personally known to me – OR – ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Tawny D Pond
Signature of Notary Public

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
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Title or Type of Document

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CapitalSource/Wavelink

PATENT
REEL: 020317 FRAME: 0088

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GRANTOR:

WAVELINK CORPORATION

By: _____
Name: _____
Title: _____

CAPITALSOURCE:

CAPITALSOURCE FINANCE LLC

By:  _____
Name: **Peggy Balsawer**
Title: **Associate General Counsel**
Corporate Finance

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Maryland)
) ss.
COUNTY OF Montgomery)

On Dec. 19, 2007, before me, Leanne Ladd, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
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Name of Signer(s)

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CapitalSource/Wavelink*

RECORDED: 12/31/2007

PATENT
REEL: 020317 FRAME: 0090