

03-11-2009

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



T

103551821

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Aperto Networks, Inc.

2. Name and address of receiving party(ies)

Name: Bridge Bank, National Association

Internal Address: _____

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

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

Execution Date(s) October 21, 2008

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

Street Address: 55 Almaden Blvd, #100

City: San Jose

State: CA

Country: _____ Zip: 95113

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)

B. Patent No.(s)

see attachment

Additional numbers attached? ☒ Yes ☐ No

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

Name: Bridge Bank, N. A.

Internal Address: _____

Street Address: 55 Almaden Blvd #100

City: San Jose

State: CA Zip: 95113

Phone Number: 408-556-8305

Fax Number: _____

Email Address: TechnologySupportServices@bridgebank.com

6. Total number of applications and patents involved: 31

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1,240.00

☐ 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 _____

Authorized User Name _____

9. Signature:

Signature

Lyla Ly

Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and documents: 10

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: 022380 FRAME: 0779

Application Number

1	09/540,674
2	11/645,224
3	09/475,642
4	10/675,565
5	09/475,716
6	2,433,617
7	10/719,891
8	11/316,415
9	11/731,732
10	09/604,784
11	11/367,748
12	09/689,271
13	10/688,080
14	11/412,412
15	09/689,243
16	11/703,065
17	09/665,394
18	10/700,352
19	11/231,537
20	09/664,029
21	11/450,153
22	60/294,552
23	10/120,209
24	11/603,274
25	09/620,826
26	10/407,138
27	12/036,916
28	12/108,691
29	09/714,783
30	10/990,332
31	11/707,630

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 21, 2008, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and Aperto Networks, Inc., ("Grantor") is made with reference to the Business Financing Agreement, dated as of October 21, 2008 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

APERTO NETWORKS, INC.

By: 

Name: Miles Mochizuki

Title: CFO

Address for Notices:

Attn: Miles Mochizuki

598 Gibraltar Drive

Milpitas, CA 95035

Tel: (408) 719-9977

Fax: (408) 719-9970

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 

Name: Lee A. Shodiss
Senior Vice President & Manager

Title: _____

Address for Notices:

Attn: Lee Shodiss

55 Almaden Blvd. Ste. 100

San Jose, CA 95113

Tel: (408) 556-6502

Fax: (408) 423-8510

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist ☒

Type Of Work:	Title:	International Standard Serial Number (ISSN)	Registration Number:	Filing Date:	Preregistered

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist ☐

Mark/Title:	U.S. Serial Number:	U.S. Registration Number:	Status	Filing Date
PACKETWAVE	164.1004.01		Abandoned	75/901,291 1/21/2000
PACKETWAVE	164.1004.04	2,513,446	Registered	75/981,124 1/21/2000
APERTO NETWORKS (Logo)	164.1005.01	2,760,890	Registered	76/351,278 12/18/2001
OPTIMALINK	164.1006.01	2,583,987	Registered	76/067,581 6/9/2000
RAPIDBURST	164.1007.01	2,545,411	Abandoned	76/066,852 6/9/2000
SERVICEQ	164.1008.01	2,641,693	Registered	76/067,415 6/9/2000
WAVECENTER	164.1009.01	2,896,291	Registered	78/098,733 12/17/2001
APERTO NETWORKS ("the words")	164.1016.01	2,869,925	Registered	76/072,156 6/15/2000

PACKETMAX	164.1021.01	3,327,151	Registered	78/797,477 1/23/2006
WAVEMAX (Not Filed)	164.1022.01		Halted	
WIRELESS TO THE MAX	164.1023.01		Allowed	78/798,031 1/24/2006
WISE	164.1026.01		Abandoned	77/145,509 3/31/2007

EXHIBIT C

PATENTS

Please Check if No Patents Exist ☐

Title:	Patent Number:	Application Serial Number and Filing Date:	Status (Issued or Published)	Issue Date
Robust Topology Wireless Communication Using Broadband Access Points	7,158,784 B1	09/540,674 3/31/2000	Issued	1/2/2007
Robust Topology Wireless Communication Using Broadband Access Points		11/645,224 12/22/2006	Pending	
Adaptive Link Layer for Point to Multipoint Communication System	6,650,623 B1	09/475,642 12/30/1999	Issued	11/18/2003
Adaptive Link Layer for Point to Multipoint Communication System		10/675,565 9/30/2003	Pending	
Integrated Self-Optimizing Multi-Parameter and Multi-Variable Point to Multipoint Communication System	6,654,384 B1	09/475,716 12/30/1999	Issued	11/25/2003
Integrated Self-Optimizing Multi-Parameter and Multi-Variable Point to Multipoint Communication System		2,433,617 12/29/2000	Pending	
Integrated Self-Optimizing Multi-Parameter and Multi-Variable Point to Multipoint Communication System	6,992,986 B2	10/719,891 11/21/2003	Issued	1/31/2006
Integrated Self-Optimizing Multi-Parameter and Multi-Variable Point to Multipoint Communication System	7,206,292 B2	11/316,415 12/22/2005	Issued	4/17/2007
Integrated Self-Optimizing Multi-Parameter and Multi-Variable Point to Multipoint Communication System		11/731,732 3/30/2007	Pending	
High-Capacity Scalable Integrated Wireless Backhaul for Broadband Access Networks	7,092,363 B1	09/604,784 6/26/2000	Issued	8/15/2006
High-Capacity Scalable Integrated Wireless Backhaul for Broadband Access Networks		11/367,748 3/2/2006	Pending	

Automatic Retransmission and Error Recovery for Packet Oriented Point-To-Multipoint Communication	6,636,488 B1	09/689,271 10/11/2000	Issued	10/21/2003
Automatic Retransmission and Error Recovery for Packet Oriented Point-To-Multipoint Communication	7,099,289 B2	10/688,080 10/17/2003	Issued	8/29/2006
Automatic Retransmission and Error Recovery for Packet Oriented Point-To-Multipoint Communication		11/412,412 4/26/2006	Pending	
Protocol for Allocating Upstream Slots Over a Link in a Point-to-Multipoint Communication System	7,173,921 B1	09/689,243 10/11/2000	Issued	2/6/2007
Protocol for Allocating Upstream Slots Over a Link in a Point-to-Multipoint Communication System		11/703,065 2/6/2007	Pending	
Dynamic Wireless Link Adaptation	6,643,322 B1	09/665,394 9/20/2000	Issued	11/4/2003
Dynamic Wireless Link Adaptation	6,947,479 B2	10/700,352 11/3/2003	Issued	9/20/2005
Dynamic Wireless Link Adaptation		11/231,537 9/20/2005	Allowed	
Synchronized Plural Channels for Time Division Duplexing	7,068,639 B1	09/664,029 9/19/2000	Issued	6/27/2006
Synchronized Plural Channels for Time Division Duplexing		11/450,153 6/9/2006	Pending	
Scheduling For Links Having Changing Parameters		60/294,552 5/29/2001	Converted	
Scheduling For Links Having Changing Parameters	7,139,251 B1	10/120,209 4/9/2002	Issued	11/21/2006
Scheduling For Links Having Changing Parameters		11/603,274 11/20/2006	Pending	
Integrated, Self-Optimizing, Multi-Parameter/Multi-Variable Point-to-Multipoint Communication System [II]	7,366,133 B1	09/620,826 7/21/2000	Issued	4/29/2008

Integrated, Self-Optimizing, Multi-Parameter/Multi-Variable Point-to-Multipoint Communication System [II]	7,349,426 B2	10/407,138 4/3/2003	Issued	3/25/2008
Integrated, Self-Optimizing, Multi-Parameter/Multi-Variable Point-to-Multipoint Communication System [II]		12/036,916 2/25/2008	Pending	
Integrated, Self-Optimizing, Multi-Parameter/Multi-Variable Point-to-Multipoint Communication System [II]		12/108,691 4/24/2008	Pending	
Dynamic Link Parameter Control	6,819,657 B1	09/714,783 11/16/2000	Issued	11/16/2004
Dynamic Link Parameter Control	7,212,501	10/990,332 11/16/2004	Issued	5/1/2007
Dynamic Link Parameter Control		11/707,630 2/16/2007	Pending	
Wireless Point-To-Point Patent Search [Novelty Search]			Done	

09/71