

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of Security Agreement

CONVEYING PARTY DATA

| Name                               | Execution Date |
|------------------------------------|----------------|
| Gold Hill Venture Lending 03, L.P. | 12/18/2007     |
| Silicon Valley Bank                | 12/18/2007     |

RECEIVING PARTY DATA

|                   |                 |
|-------------------|-----------------|
| Name:             | Arcwave, Inc.   |
| Street Address:   | 910 Campisi Way |
| Internal Address: | Suite 1C        |
| City:             | Campbell        |
| State/Country:    | CALIFORNIA      |
| Postal Code:      | 95008           |

PROPERTY NUMBERS Total: 10

| Property Type       | Number   |
|---------------------|----------|
| Patent Number:      | 6625222  |
| Patent Number:      | 6785513  |
| Patent Number:      | 6785150  |
| Patent Number:      | 7042897  |
| Application Number: | 10619369 |
| Application Number: | 10431139 |
| Application Number: | 10996625 |
| Application Number: | 10463483 |
| Application Number: | 11154105 |
| Application Number: | 10616882 |

CORRESPONDENCE DATA

Fax Number: (202)293-6229

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

500971124

PATENT  
REEL: 023273 FRAME: 0714

OP \$400.00 6625222

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|                         |             |
|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 27592-00894 |
|-------------------------|-------------|

|                    |                  |
|--------------------|------------------|
| NAME OF SUBMITTER: | Jeffrey W. Gluck |
|--------------------|------------------|

Total Attachments: 6  
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source=Release\_of\_Security\_Interest#page6.tif

# RELEASE OF SECURITY INTEREST

DECEMBER 18

This Release of Security Interest (this "Release"), dated as of October \_\_\_\_\_, 2007, is by Gold Hill Venture Lending 03, L.P. and Silicon Valley Bank, together with their successors and assigns ("Lenders").

A. WHEREAS, pursuant to an Intellectual Property Security Agreement dated October 6, 2005, and filed with the United States Patent and Trademark Office on December 15, 2005 at Reel/Frame 017353/0651, Arcwave, Inc. ("Grantor") granted to Lenders a security interest in and to all of its then-owned or thereafter acquired right, title and interest in and to the following:

| Patent or application no. | Country | Filing Date               | Title of Patent and Inventors  |
|---------------------------|---------|---------------------------|--|
| 6,625,222<br>(09/397,402) | US      | 9/23/2003<br>(9/16/1999)  | Apparatus and method for high-speed wireless upstream data transmission using CATV-compatible modems<br><br>Bertonis, James G.; Buaas, Robert A. |
| 6,785,513<br>(09/828,349) | US      | 8/31/2004<br>(4/5/2001)   | Method and system for clustered wireless networks<br><br>Sivaprakasam, Srinivas  |
| AU20020254539             | AU      | 4/3/2002                  | Method and system for clustered wireless networks<br><br>Sivaprakasam Srinivas   |
| 6,785,150<br>(10/282,553) | US      | 8/31/2004<br>(10/28/2002) | Method and apparatus for preventing warpage of printed circuit boards<br><br>Szilagi, Tomany; Gibbs, Douglas P.                                  |
| 7,042,897<br>(09/828,339) | US      | 5/9/2006<br>(4/5/2001)    | Medium access control layer protocol in a distributed environment<br><br>Sivaprakasam, Srinivas; Rath, Kamlesh                                   |
| 10/619,369                | US      | 7/10/2003                 | Bandwidth allocation method and apparatus for fixed wireless networks<br><br>Dat Ton, San Jose, CA (US)  |
| 10/431,139                | US      | 5/6/2003                  | Synchronization and interference measurement for mesh network<br><br>Ying Xia, San Jose, CA (US)   |
| 10/996,625                | US      | 11/23/2004                | Apparatus and method for reduction of wireless links noise injection to a DOCSIS cable modem service<br><br>James Bertonis, Los Gatos, CA (US)   |
| 10/463,483                | US      | 6/16/2003                 | Apparatus and method for extending DOCSIS cable modem service over wireless links<br><br>James Bertonis, Los Gatos, CA (US)                      |
| 11/154,105                | US      | 6/15/2005                 | Apparatus and method for extending a cable modem data service over wireless links<br><br>James Bertonis, Los Gatos, CA                           |

| Patent or application no. | Country | Filing Date | Title of Patent and Inventors  |
|---------------------------|---------|-------------|--|
| 10/616,882                | US      | 7/9/2003    | Scalable broadband wireless mesh access network<br>Kamlesh Rath , San Ramon, CA (US) |

B. WHEREAS, Grantor requests Lenders to release any and all right, title and interest in and to the Patent Rights (as defined below) and Lenders wish to release any and all such right, title, and interest.

NOW, THEREFORE, FOR VALUE RECEIVED, Lenders do hereby irrevocably and unconditionally release any and all right, title or interest of any kind that exists today and may exist in the future in and to the following intellectual property held as Collateral and all rights therein of any type or description including, without limitation:

(a) the patents, patent applications, and provisional patent applications listed in the table in paragraph A above (the "*Patents*"); and

(b) patents or patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that directly or indirectly incorporate by reference the Patents or are directly or indirectly incorporated by reference by the Patents; and

(c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); and

(d) foreign patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances; and

(e) any items in any of the foregoing categories (b) through (d) whether or not expressly listed as Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like; and

(f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories and all other rights arising out of such inventions, invention disclosures, and discoveries; and

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories and the inventions, invention disclosures, and discoveries therein; and

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories, including, without limitation, all causes of action and other enforcement rights for (1) damages, (2) injunctive relief, and (3) any other remedies of any kind for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h) (collectively, the "*Patent Rights*").

Lenders hereby authorize Grantor or Grantor's authorized representative to file UCC Financing Statement Amendment(s) with the applicable filing office(s) in order to memorialize the release of any security interest of Lenders in the Patent Rights.

This Release is governed by the law of the State of Delaware, excluding its choice of law principles to the contrary. This Release shall be binding upon Lenders and their successors and assigns and inures to the benefit of Grantor and its successors and assigns. To the extent a court of competent jurisdiction would apply the law of the State of California notwithstanding the express selection of the laws of the State of Delaware, Lenders acknowledge that they are aware that they may hereafter discover facts different from or in addition to what they now know, believe or suspect

to be true with respect to the matters herein released, that such facts may give rise to claims, causes of action, damages, consequences or results that are unforeseen or unsuspected, and that Lenders are nonetheless giving up their rights, and the releases in this Release Agreement will be and remain in effect in all respects as complete, general releases, notwithstanding any such different or additional facts.

IN WITNESS WHEREOF, Lenders have caused this Release to be executed as of the date set forth above.

GOLD HILL VENTURE LENDING 03, L.P.

By: 

Name: Rob Helm  
Managing Director  
Gold Hill Capital

Its: \_\_\_\_\_

Dated: 12/18/07

SILICON VALLEY BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

# RELEASE OF SECURITY INTEREST

This Release of Security Interest (this "**Release**"), dated as of ~~October~~ <sup>DECEMBER 18</sup> \_\_\_\_\_, 2007, is by Gold Hill Venture Lending 03, L.P. and Silicon Valley Bank, together with their successors and assigns ("**Lenders**").

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(e) any items in any of the foregoing categories (b) through (d) whether or not expressly listed as Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like; and

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(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories and the inventions, invention disclosures, and discoveries therein; and

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GOLD HILL VENTURE LENDING 03, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

SILICON VALLEY BANK

By: Brian Bell  
Name: BRIAN Bell  
Its: Sr. Advisor  
Dated: 12/18/07