

Form PTO-1595 (Rev. 01-09)  
OMB No. 0651-0027 (exp. 02/28/2009)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

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)**

BRIDGEWAVE COMMUNICATIONS, INC.

Additional name(s) of conveying party(ies) attached?  Yes  No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) December 11, 2009

- Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**Name: Square 1 BankInternal Address: Lee ConnerStreet Address: 406 Blackwell StreetSuite 240City: DurhamState: NCCountry: USA Zip: 27701Additional 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)

7,520,054 and others as listed on Exhibit B attached hereto

Additional numbers attached?  Yes  No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Lee ConnerInternal Address: Square 1 BankStreet Address: 406 Blackwell StreetSuite 240City: DurhamState: NC Zip: 27701Phone Number: 919-314-3086Fax Number: 919-354-1278Email Address: loandocsdept@square1bank.com**6. Total number of applications and patents involved: 17**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 680

- Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**Deposit Account Number 50-3822Authorized User Name Lee Conner**9. Signature:**Lee Conner HCF  
Signature4-14-10  
Date

Lee Conner

Name of Person Signing

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

8

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

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PATENT  
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## EXHIBIT B

## PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
Process of manufacturing high frequency device packages	7,520,054	04/21/2009
Signal communications system and method for noisy links	7,505,531	03/17/2009
Wideband digital radio with transmit modulation cancellation	7,469,128	12/23/2008
Direct digitally tunable microwave oscillators and filters	7,352,995	04/01/2008
Direct digitally tunable microwave oscillators and filters	7,310,215	12/18/2007
Direct digitally tunable microwave oscillators and filters	7,259,417	08/21/2007
Direct digitally tunable microwave oscillators and filters	7,110,738	09/19/2006
Wideband digital radio with transmit modulation cancellation	6,937,666	08/30/2005
Direct digitally tunable microwave oscillators and filters	6,937,456	08/30/2005
High frequency device packages and methods	6,770,822	08/03/2004
Direct digitally tunable microwave oscillators and filters	6,741,449	05/25/2004
Micro circuits with a sculpted ground plane	6,667,549	12/23/2003
Low Cost High Frequency Device Package and Methods	11/960,681	12/19/2007
Wideband digital radio with transmit modulation cancellation	10/987,819	11/12/2004

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High frequency device packages and methods	10/286,039	11/01/2002
Digital microwave radio link with adaptive data rate	11/322,972	12/30/2005
Digital microwave radio system and method with encryption	11/825,879	07/09/2007

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 11, 2009 by and between SQUARE 1 BANK ("Bank") and BRIDGEWAVE COMMUNICATIONS, 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 as of October 23, 2008 (as the same may be amended, modified or supplemented from time to time, including by that certain First Amendment to Loan and Security Agreement, of even date herewith, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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 (collectively, "Intellectual Property Collateral").

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

SQUARE 1 BANK



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.

SIGNATURE PAGE FOLLOWS

003/008



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.

GRANTOR:

Address of Grantor:

BRIDGEWAVE COMMUNICATIONS, INC.

3350 Thomas Road  
Santa Clara, CA 95054

By: 

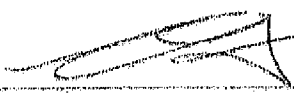
Title: CFO

BANK:

Address of Bank:

SQUARE 1 BANK

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

By: 

Title: VSO

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EXHIBIT A  
COPYRIGHTS

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

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EXHIBIT C  
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FlexPort	77/664,440	02/05/2009

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