

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Dow Chemical Company	12/31/2003

RECEIVING PARTY DATA

Name:	Union Carbide Employees' Pension Plan
Street Address:	2030 Dow Center
City:	Midland
State/Country:	MICHIGAN
Postal Code:	48674

PROPERTY NUMBERS Total: 32

Property Type	Number
Patent Number:	6862622
Patent Number:	6452915
Patent Number:	6590885
Patent Number:	6594246
Patent Number:	6628629
Patent Number:	6680922
Patent Number:	6640248
Application Number:	09349474
Patent Number:	7409450
Patent Number:	7251218
Patent Number:	7412517
Patent Number:	7359971
Application Number:	11502596
Patent Number:	7496674
Application Number:	11502599

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Application Number:	11502101
Patent Number:	7359972
Application Number:	09349478
Application Number:	09350126
Application Number:	09350170
Application Number:	09349481
Application Number:	09349480
Application Number:	09350118
Application Number:	09349476
Application Number:	09347857
Application Number:	09350159
Application Number:	09349475
Application Number:	09349479
Application Number:	09350162
Application Number:	09350173
Application Number:	12184902
Application Number:	12943796

CORRESPONDENCE DATA

Fax Number: (512)853-8801
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 5128538800
Email: cacker@intprop.com
Correspondent Name: Meyertons, Hood, Kivlin, Kowert & Goetze
Address Line 1: 700 Lavaca Street
Address Line 2: Suite 800
Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER: 6057-40700

NAME OF SUBMITTER: Alex A. Courtade

Total Attachments: 27

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ASSIGNMENT OF SECURITY INTEREST
Nunc Pro Tunc

This Assignment of Security Interest ("*Assignment*") is made and entered into *nunc pro tunc* as of December 31, 2003 by and between:

The Dow Chemical Company, a Delaware corporation with a principal place of business at 2030 Dow Center, Midland, Michigan 48674 (the "*Assignor*"); and

Union Carbide Employees' Pension Plan, a defined benefit pension plan with its principal activities located in Midland, Michigan, and having a plan trustee of JP Morgan Chase Bank, 3 MetroTech Center, 6th Floor, Brooklyn, NY 11245 ("*Assignee*").

WHEREAS, Union Carbide Corporation (UCC) is a 100% subsidiary of Assignor; and

WHEREAS, Union Carbide Corporation is the Plan sponsor for the Assignee; and

WHEREAS Assignor has assigned and transferred to Assignee all of Assignor's right and title in and to the U.S. Patent Applications identified in the attached Exhibit I (a Security Agreement between Assignor, Malibu Networks, and various other parties, dated March 20, 2002), and whereas the above-mentioned right and title also includes all of Assignor's right and title to the Patents and Patent Applications identified in the attached Exhibit II;

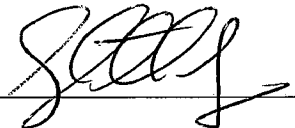
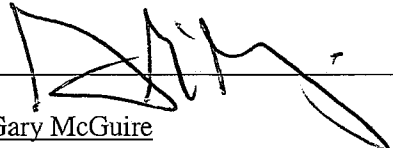
WHEREAS, the original previous assignment and transfer between the Assignor and the Assignee was never filed or recorded with the United States Patent and Trademark Office, and cannot now be located;

WHEREAS, Assignor and Assignee have agreed to execute this *nunc pro tunc* assignment to memorialize the transfer described above.

NOW, THEREFORE, in consideration of the mutual agreements of the parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, and upon the terms set forth herein, agree as follows:

Effective as of December 31, 2003, Assignor does hereby irrevocably assign, sell, transfer, and set over to Assignee, its successors and assigns, its entire right, title, interest and obligations in, to, and under the following: (1) the Secured Convertible Promissory Note from Malibu Networks, Inc. to The Dow Chemical Company, (2) the Security Agreement, dated as of March 20, 2002, among Malibu Networks, Inc., The Dow Chemical Company and various other secured parties, and (3) the Patents and Patent Applications identified in the attached Exhibit II.

IN WITNESS WHEREOF, this Assignment of Security Interest is executed on the date set forth below:

ASSIGNOR: THE DOW CHEMICAL COMPANY By:  Name: <u>Steven Arnosky</u> Title: <u>Attorney for The Dow Chemical Company</u>	ASSIGNEE: UNION CARBIDE EMPLOYEES' PENSION PLAN By:  Name: <u>Gary McGuire</u> SA Title: <u>Global Director</u>
--	--

NOTARIZATION OF ASSIGNMENT

On this 16 day of February, 2010, I certify that Steven Arnosky appeared before me, proved to me his identity through satisfactory evidence of identification, and swore or affirmed to me that he signed the preceding Assignment of Security Interest for its stated purpose in his capacity as Attorney-in-fact for The Dow Chemical Company.


Notary Public's Signature

(Personalized Seal)

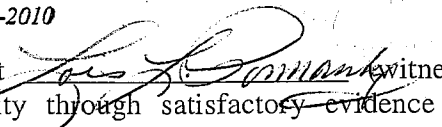
NELDA J. JOHNSON
Notary Public, State of MI
County of Midland
My Commission Expires 08-24-2010

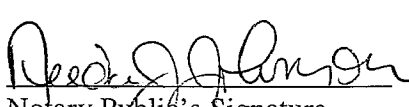
On this 16 day of February, 2010, I certify that Gary McGuire appeared before me, proved to me his identity through satisfactory evidence of identification, and swore or affirmed to me that he signed the preceding Assignment of Security Interest for its stated purpose in his capacity as Global Director for the Union Carbide Employees' Pension Plan.


Notary Public's Signature

(Personalized Seal)

NELDA J. JOHNSON
Notary Public, State of MI
County of Midland
My Commission Expires 08-24-2010

On this 16 day of February, 2010, I certify that  (witness) appeared before me, proved to me his or her identity through satisfactory evidence of identification, and swore or affirmed to me that he or she witnessed the above signatures of Steven Arnosky, Attorney-in-fact for The Dow Chemical Company, and Gary McGuire, Global Director for the Union Carbide Employees' Pension Plan, on the preceding Assignment of Security Interest.


Notary Public's Signature

(Personalized Seal)

EXHIBIT I FOR ASSIGNMENT OF SECURITY INTEREST

03-26-2002

U.S. DEPARTMENT OF COMMERCE

REC



T

Patent and Trademark Office
Docket No. 11329000015PMM3

102031062

3-26-02

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Malibu Networks, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Other
California

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

2. Name and address of receiving party(ies):

Name: Polaris Venture Management Co. II, L.L.C., as Agent
Internal Address: 1000 Winter Street
Street Address: Suite 3350
City: Waltham, State: MA ZIP: 02451

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: March 20, 2002

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) B. Patent No.(s)
See attached Exhibit A.

Additional numbers attached? Yes No

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

Patricia Marquez, Legal Assistant
Morrison & Foerster LLP
425 Market Street
San Francisco, California 94105-2482

6. Total number of applications and patents involved: 21

7. Total fee (37 C.F.R. § 3.41): \$840.00

Enclosed
 Authorized to be charged to deposit account, referencing Attorney Docket 11329000015PMM3

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Patricia Marquez Patricia Marquez 3.25.02
Signature Date

Total number of pages comprising cover sheet, attachments and document:

03/26/2002 DBYRME 00000310 031952 09349477
01 FC:581 840.00 CH

Mail documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office
Office of Public Records
Box Assignments
Crystal Gateway 4, Room 335
Washington, D.C. 20231

sf-1273575

PATENT
REEL: 012704 FRAME: 0548

PATENT
REEL: 025498 FRAME: 0161

Exhibit A

Item 4.

Patent Application Numbers:

09/349,477	09/349,480	09/350,126
09/350,118	09/347,856	09/350,150
09/350,156	09/349,476	09/350,170
09/349,481	09/350,159	09/347,857
09/349,475	09/349,483	09/349,479
09/350,162	09/349,975	09/350,173
09/349,482	09/349,478	09/349,474

sf-1275207

PATENT
REEL: 012704 FRAME: 0549

PATENT
REEL: 025498 FRAME: 0162

MALIBU NETWORKS, INC.

a California corporation

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made as of March 20, 2002 among Malibu Networks, Inc., a California corporation (the "Company"), the holders of the Secured Convertible Promissory Notes (each a "Secured Note" and collectively, the "Secured Notes") issued pursuant to the Secured Note and Warrant Purchase Agreement (the "Purchase Agreement") of even date herewith (each a "Holder" and collectively, the "Holders"), and the Agent (as defined in Section 8 hereof).

In consideration of the mutual promises contained herein, and as an inducement to the Holders to lend to the Company the amounts reflected by the Secured Notes, the parties agree as follows:

1. Creation of a Security Interest. As security for payment of all Indebtedness of the Company to the Holders when and as due, the Company hereby grants to the Holders a security interest in the Collateral described in Section 2 hereof and for purposes of all trademarks, service marks and trade names granted hereunder, the Company hereby assigns to the Holders all now existing and hereinafter arising goodwill symbolized or associated with any of the foregoing. For purposes of this Agreement, "Indebtedness" shall mean all obligations and liabilities of the Company to the Holders under this Agreement and the Secured Notes, including, without limitation, all interest thereunder. Reference to the "Holders" in the remainder of this Agreement shall include any subsequent Holders of the Secured Notes. All Holders, as among themselves, shall enjoy all rights under this Security Agreement.

2. Collateral. The Collateral that is subject to the security interest created hereby consists of all of the Company'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 (all of the same being hereinafter called the "Collateral"). Notwithstanding the foregoing provisions of this Section 2, the grant of a security interest as provided herein shall not extend to, and the term "Collateral" shall not include any general intangibles of the Company (whether owned or held as licensee or lessee, or otherwise), to the extent that (i) such general intangibles are not capable of being encumbered (A) as a matter of law or (B) under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be effective under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (ii) in the case of clause (B) above, such consent has not been obtained; provided, however, the Company agrees to use its commercially

reasonable efforts to obtain such consents as the Agent deems appropriate; and provided further, that the foregoing grant of security interest shall extend to, and the term "Collateral" shall include, to the maximum extent permissible under applicable law, (A) any general intangible which is an account receivable or a proceed of, or otherwise related to the enforcement or collection of, any account receivable, or goods which are the subject of any account receivable, (B) any and all proceeds of any general intangibles which are otherwise excluded to the extent that the encumbrance of such proceeds is not so restricted, and (C) upon obtaining the consent of any such licensor, lessor or other applicable party's consent with respect to any such otherwise excluded general intangibles, such general intangibles as well as any and all proceeds and products thereof that might have theretofore have been excluded from such grant of a security interest and the term "Collateral."

3. Priority. By way of this Agreement, the Company grants to the Holders a first priority security interest in the Collateral on the date hereof which is subject to no other liens, interests or encumbrances, other than Permitted Liens. Permitted Liens means (a) liens for taxes not yet delinquent or liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established; (b) liens in respect of property or assets imposed by law which were incurred in the ordinary course of business, such as carriers', warehousemen's, materialmen's and mechanics' liens and other similar liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings; (c) liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, and mechanic's liens, carrier's liens and other liens to secure the performance of tenders, statutory obligations, contract bids, government contracts, performance and return of money bonds and other similar obligations, incurred in the ordinary course of business, whether pursuant to statutory requirements, common law or consensual arrangements; (d) liens in favor of the Collateral Agent, (e) liens existing as of the date of this Security Agreement and identified on Schedule A attached hereto securing obligations under a capital lease if such liens do not extend to property other than the property leased under such capital lease; (f) liens existing as of the date of this Security Agreement and identified on Schedule A attached hereto upon any equipment acquired or held by Company to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such lien extends only to the equipment financed, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto; (g) liens which constitute rights of setoff of banker's liens; and (h) operating leases or operating subleases existing as of the date of this Security Agreement, which create a lien and are identified on Schedule A attached hereto.

4. Representations, Warranties and Agreements. The Company represents, warrants and agrees that:

(a) Financing Statements. The Company shall execute and deliver to the Agent (as defined in Section 8 hereof) concurrently with the execution of this Security Agreement and the Company hereby authorizes the Agent to file (with or without the Company's signature), and at any time and from time to time thereafter, all financing statements, continuation financing statements, termination statements, security agreements, chattel mortgages, assignments, patent, copyright and trademark collateral assignments, fixture filings, warehouse receipts, documents of title, affidavits, reports, notices, schedules of account, letters of authority and all other documents and instruments, in form reasonably satisfactory to the Agent (the "Financing Statements"), and take

all other action, as the Agent may reasonably request, to perfect and continue perfected, maintain the priority of or provide notice of the Agent's security interest in the Collateral and to accomplish the purposes of this Agreement.

(b) Ownership of Collateral. The Company is, and, except as permitted hereby, will continue to be, the sole and complete owner of the Collateral (or, in the case of after-acquired Collateral, at the time the Company acquires rights in such Collateral, will be the sole and complete owner thereof), free from any lien other than Permitted Liens.

(c) Title to Collateral and Authority. The Company (i) has, except for the security interest granted hereby, full title to the Collateral, free and clear from any lien, security interest, restriction, claim or encumbrance (other than Permitted Liens) and (ii) has full power and authority to transfer the Collateral to Agent for the benefit of the Holders, free and clear of any lien, security interest, restriction, claim or encumbrance (other than Permitted Liens) and to enter into and perform this Security Agreement. Attached hereto as Schedule B is a true, complete and correct list of the Company's intellectual property that has been filed or registered with any governmental agency, or for which any application for filing or registration has been made with any governmental agency, including without limitation, all patents, patent applications, trademarks and copyrights.

(d) Enforceability; Priority of Security Interest. (i) Except to the extent that any filing or other action may be required but not taken, this Security Agreement creates a security interest which is enforceable against the Collateral in which the Company now has rights and will create a security interest which is enforceable against the Collateral in which the Company hereafter acquires rights at the time the Company acquires any such rights; and (ii) the Agent will, upon filing of appropriate Financing Statements and all necessary filing with any federal authority, have a perfected and priority security interest in the Collateral and will have a perfected and priority security interest in the Collateral in which the Company hereafter acquires rights at the time the Company acquires any such rights, except for Permitted Liens, in each case securing the payment and performance of the Indebtedness.

(e) Further Actions. The Company will execute and deliver all documents (including financing statements) and take such other action as Agent reasonably deems necessary to create or perfect the security interest granted hereby in the Collateral and otherwise to facilitate the performance of this Security Agreement.

5. Default. Any default under the Secured Notes shall be a default under this Security Agreement.

6. Rights of Secured Parties.

(a) Upon the occurrence of a default, the Holders shall be entitled to any and all remedies available under the California Commercial Code. Without limitation of any of the foregoing, upon a default, the Agent may, at any time and from time to time, with or without judicial process and the aid or assistance of others, enter upon the premises of the Company and, without resistance or interference by the Company, take possession of the Collateral or dispose of any part or all of the Collateral on any such premises, or require the Company to assemble and make available

to the Agent at the expense of the Company any part or all of the Collateral at any place or time designated by the Agent which is reasonably convenient to the Company and the Agent.

(b) The Agent shall give the Company prior written notice of the time and place of any public sale of the Collateral or of the time on or after which any private sale or other intended disposition is to be consummated.

(c) Any public or private sale of the Collateral or any part of it shall be held at such time or times within ordinary business hours and at such place or places as the Agent may fix in the notice of sale, and at any such sale the Collateral, or the portion thereof to be sold, may be sold in one lot, as an entirety or in separate parcels, as the Agent (in its sole and absolute discretion) may determine. If permitted by law, the Agent may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness) for the purchase of the Collateral.

7. Application of the Proceeds. All proceeds of any sale of the Collateral by the Agent pursuant to paragraph 6 shall be applied as follows:

(d) First, to the payment of all reasonable and customary fees and expenses incurred by the Agent in connection with any such sale, including, but not limited to, the expenses of taking, advertising, processing, preparing, and storing the Collateral to be sold, all court costs and reasonable fees of counsel for the Agent and the Holders in connection therewith;

(e) Second, to the payment of accrued interest, if any, on the Secured Notes, to the date of receipt of such proceeds;

(f) Third, to the payment of the outstanding principal balance of the Secured Notes;
and

(g) Fourth, to the Company.

8. Appointment of Agent.

(h) For convenience and economy in enforcing and carrying out the provisions of this Security Agreement, the Holders agree that the Security Interest created hereby shall be held in the name of Polaris Venture Management Co. II, L.L.C.. The Holders hereby Polaris Venture Management Co. II, L.L.C. as their agent (the "Agent") to act on their behalf in connection with the enforcement of this Security Agreement in the event of a default under the Secured Notes. Each Holder further agrees to contribute to the reimbursement of the Agent's expenses proportionately based on the outstanding principal owed to such Holder and to indemnify and hold harmless the Agent from any claim that may arise in connection with any action taken on behalf of the Holders under this Security Agreement.

(i) The Holders, including each subsequent Holder, by the execution and delivery of this Security Agreement, irrevocably constitute and appoint Agent and its successors and assigns as their true and lawful attorney-in-fact with full power and authority in such Holder's name, place and stead to execute, acknowledge, deliver, swear to, file and record at the appropriate public offices

such documents as it deems necessary, including, without limitation executing, delivering and filing on behalf of the Holders any and all UCC financing statements, amendments, and assignments.

The appointment by the Holders of the Agent, as attorney-in-fact, shall be deemed to be a power coupled with an interest; in recognition of the fact that the Holders will be relying upon the power of the Agent to enforce their rights hereunder, this appointment shall survive and not be affected by the subsequent bankruptcy, death, incapacity, disability, adjudication of incompetence, or dissolution of any such Holder giving such power.

9. Further Assurances. At the request of the Agent, the Company will promptly make, execute, deliver, record, register or file all such financing statements, continuation statements and amendments thereto, and other instruments, acts, pledges, assignments and transfers (or cause the same to be done) and will deliver to the Agent, such instruments constituting or evidencing items of the Collateral as may be reasonably requested by the Agent, to better assure it with respect to the security interest granted pursuant to this Agreement. The Company will cause all security instruments, notices and financing statements to be duly registered, recorded and filed and to be duly reregistered, re-recorded, and refiled at the time and in the places now or hereafter required by all applicable laws for the proper maintenance of the validity and priority of the security interests and liens given as described above, including the re-registration, re-recording, and re-filing of such instruments following any issuance of a Secured Note to a subsequent Holder, and will pay all fees, charges, or taxes imposed with respect to any such registration, recording, or filing.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

11. Miscellaneous.

(j) The Agent or any Holder may delay exercising, or omit to exercise, any right or remedy under this Security Agreement without waiving that or any part, present or future right or remedy. Neither this Agreement, nor any term hereof, may be amended, waived, discharged or terminated except by means of an agreement in writing signed by the Company and a majority-in-interest of the Holders.

(k) All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been duly given upon delivery if delivered personally, by facsimile, or by recognized overnight courier service or five days after deposit, if deposited in the United States mail for mailing by registered or certified mail, postage prepaid, and addressed as follows (or such other address as shall be given in writing by either party to the other):

If to the Agent: Polaris Venture Management Co. II, L.L.C.
 1000 Winter Street
 Suite 3350
 Waltham, MA 02451
 Attn: William E. Bilodeau
 Tel: (781) 290-0770

Fax: (781) 290-0880

If to the Company: Malibu Networks, Inc.
950 East Campbell Avenue
San Jose, California 95008
Attn: Salvatore Benti
Tel: (408) 369-1590
Fax: (408) 369-1597

If to a Holder: At the Address set forth on the
signature page hereof.

(l) This Security Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors and assigns.

(m) This Security Agreement and its performance shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law provisions thereof.


(n) This Security Agreement and the security interest created hereby are for the sole and exclusive benefit of the Holders and their assignees and shall not operate to the benefit of any other third party.

(o) Notwithstanding anything to the contrary contained herein, if the Company shall issue additional Secured Notes pursuant to the Purchase Agreement, any purchaser of such Notes may become a party to this Agreement without the consent of any other party hereto by executing and delivering an additional counterpart signature page to this Agreement and shall be deemed a "Holder" hereunder.

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

COMPANY:

MALIBU NETWORKS, INC.

By: 

Name: SALVATORE S. Benti

Title: CEO

MAR 18 2002 21:14

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PAGE. 02

PATENT
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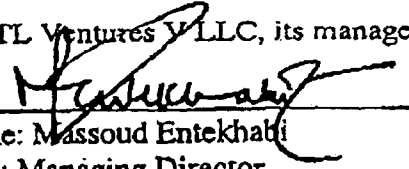
PATENT
REEL: 025498 FRAME: 0169

HOLDERS:

TL VENTURES V L.P.

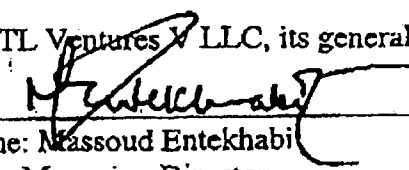
By: TL Ventures V Management L.P.,
its general partner

By: TL Ventures V LLC, its manager

By: 
Name: Massoud Entekhabi
Title: Managing Director

TL VENTURES INTERFUND L.P.

By: TL Ventures V LLC, its general partner

By: 
Name: Massoud Entekhabi
Title: Managing Director

GABLES LIMITED

By: _____
Name: Marc St. John
Title: Attorney-in-fact

SECOND AVENUE PARTNERS

By: _____
Name: Keith D. Grinstein
Title: Partner

[SIGNATURE PAGE TO SECURITY AGREEMENT]

HOLDERS:

TL VENTURES V L.P.

By: TL Ventures V Management L.P.,
its general partner

By: TL Ventures V LLC, its manager

By: _____

Name: Massoud Entekhabi

Title: Managing Director

TL VENTURES INTERFUND L.P.

By: TL Ventures V LLC, its general partner

By: _____

Name: Massoud Entekhabi

Title: Managing Director

GABLES LIMITED

By: _____

Name: Marc St. John

Title: Attorney-in-fact

SECOND AVENUE PARTNERS

By: _____

Name: Keith D. Grinstein

Title: Partner

[SIGNATURE PAGE TO SECURITY AGREEMENT]

HOLDERS:

TL VENTURES V L.P.

By: TL Ventures V Management L.P.,
its general partner

By: TL Ventures V LLC, its manager

By: _____
Name: Massoud Entekhabi
Title: Managing Director

TL VENTURES INTERFUND L.P.


By: TL Ventures V LLC, its general partner

By: _____
Name: Massoud Entekhabi
Title: Managing Director

GABLES LIMITED

By: _____
Name: Marc St. John
Title: Attorney-in-fact

SECOND AVENUE PARTNERS

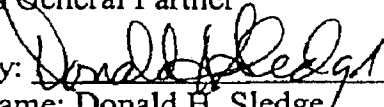
By:  _____
Name: Keith D. Grifstein
Title: Partner

[SIGNATURE PAGE TO SECURITY AGREEMENT]

FREMONT COMMUNICATIONS I, L.P.

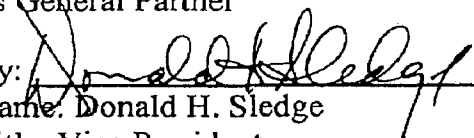
By: Fremont Com I, L.P., its General Partner

By: Fremont Communications Resources, Inc.,
its General Partner

By: 
Name: Donald H. Sledge
Title: Vice President

**FREMONT COMMUNICATIONS I SIDE-BY-SIDE,
L.P.**

By: Fremont Communications Resources, Inc.,
its General Partner

By: 
Name: Donald H. Sledge
Title: Vice President

ARCH VENTURE FUND IV, L.P.

By: Arch Venture Partners IV, LLC
Its: General Partner

By: _____
Its: Managing Director

ARCH ENTREPRENEURS FUND, L.P.

By: ARCH Venture Partners IV, LLC
Its: General Partner

By: _____
Its: Managing Director

[SIGNATURE PAGE TO SECURITY AGREEMENT]

FREMONT COMMUNICATIONS I, L.P.

By: Fremont Com I, L.P., its General Partner

By: Fremont Communications Resources, Inc.,
its General Partner

By: _____

Name: Donald H. Sledge

Title: Vice President

**FREMONT COMMUNICATIONS I SIDE-BY-SIDE,
L.P.**

By: Fremont Communications Resources, Inc.,
its General Partner

By: _____

Name: Donald H. Sledge

Title: Vice President

ARCH VENTURE FUND IV, L.P.

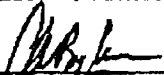
By: Arch Venture Partners IV, LLC
Its: General Partner

By: 

Its: Managing Director Member

ARCH ENTREPRENEURS FUND, L.P.

By: ARCH Venture Partners IV, LLC
Its: General Partner

By: 

Its: Managing Director Member

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PATENT

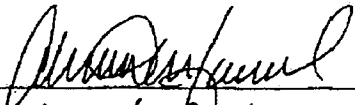
REEL: 012704 FRAME: 0561

PATENT

REEL: 025498 FRAME: 0174

NEXTCOM VENTURE PARTNERS, LP

By: NextCom Management, LLC, its general partner

By: 

Name: Ahmed Saeed

Title: Member

POLARIS VENTURE PARTNERS

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

[SIGNATURE PAGE TO SECURITY AGREEMENT]

NEXTCOM VENTURE PARTNERS, LP

By: NextCom Management, LLC, its general partner

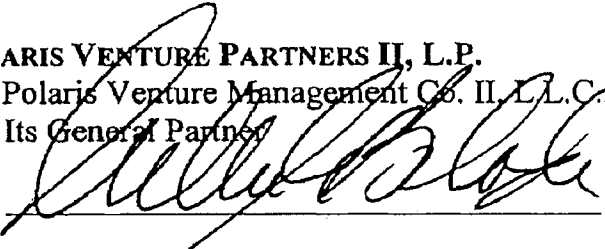
By: _____

Name: _____

Title: _____

POLARIS VENTURE PARTNERS II, L.P.

By: Polaris Venture Management Co. II, L.L.C.,
Its General Partner

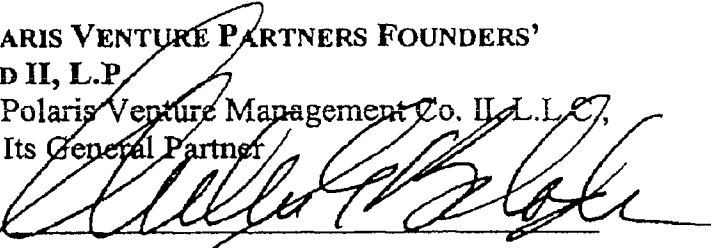
By:  _____

Print Name: William E. Bilodeau

Title: Attorney-in-fact

**POLARIS VENTURE PARTNERS FOUNDERS'
FUND II, L.P.**

By: Polaris Venture Management Co. II, L.L.C.,
Its General Partner

By:  _____

Print Name: William E. Bilodeau

Title: Attorney-in-fact

[SIGNATURE PAGE TO SECURITY AGREEMENT]

**ENERTECH CAPITAL PARTNERS II,
L.P.**

By: ECP II Management L.P.,
Its general partner

By: ECP II Management LLC,
Its general partner

By: _____
Name: Jonathan Schwartz
Title: AVP/Controller

ECP II INTERFUND, L.P.

By: ECP II Management LLC.,
Its general partner

By: _____
Name: Jonathan S. Schwartz
Title: AVP/Controller

By: _____
Print Name: _____
Title: _____

[SIGNATURE PAGE TO SECURITY AGREEMENT]

THE DOW CHEMICAL COMPANY

By: J. P. Reinhard

Name: J. Pedro Reinhard
Executive Vice President and
Title: Chief Financial Officer

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO SECURITY AGREEMENT]

PATENT
REEL: 012704 FRAME: 0565

PATENT
REEL: 025498 FRAME: 0178

AGENT:

POLARIS VENTURE MANAGEMENT CO. II, L.L.C.

By:

Name: William E. Bilodeau

Title: Attorney-in-fact

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C:\Documents and Settings\wbilodeau\Local Settings\Temporary Internet Files\OLK43\Signature Block to Security Agreement for Polaris as Agent (FremontMalibu_v1.DOC

PATENT
REEL: 012704 FRAME: 0566

PATENT
REEL: 025498 FRAME: 0179

Schedule A

Liens

CommVest, LLC ("CommVest") has a lien in equipment that the Company acquired/leased pursuant to the loan agreement dated June 17, 1999 by and between the Company and CommVest.

Newcourt Communications Finance Corporation ("Newcourt") has a lien in equipment that the Company is leasing pursuant to the terms of that certain Lease No. X584760 by and between and the Company and Newcourt.

Agilent Technologies/Hewlett-Packard Company ("Agilent/HP") has a lien in the inventory and equipment that the Company is leasing pursuant to the Finance Agreement Number AS2037 by and between the Company and Agilent/HP.

Transamerica Business Credit Corporation ("TBCC") has a lien in equipment that the Company acquired pursuant to the terms of the Master Loan and Security Agreement dated January 12, 2001 by and between the Company and TBCC.

Fidelity Leasing Inc. ("Fidelity") has a lien in equipment that the Company acquired with funds borrowed from Fidelity.

Pentech Financial Services, Inc. ("Pentech") has a lien in equipment that the Company acquired with funds borrowed from Pentech.

Agilent Financial Services, Inc. ("Agilent") has a lien in the equipment that the Company acquired from Agilent with funds borrowed from Agilent.

The County of Los Angeles has notified the Company that the Tax Collector of the County of Los Angeles is filing a tax lien for non-payment of unsecured property taxes in the amount of \$35,790.34. The Company intends to pay this balance in full by March 22, 2002.

Schedule B

A. Patent Applications

1. Transmission Control Protocol/Internet Protocol (TCP/IP) Packet – Centric Wireless Point to Multi-Point (PtMP) Transmission System Architecture [No. 09/349,477]
2. Quality of Service (QoS) – Aware Wireless Point to Multi-Point (PtMP) Transmission System Architecture [No. 09/349,480]
3. Method for Providing Dynamic Bandwidth Allocation Based on IP-Flow Characteristics in a Wireless Point to Multi-Point (PtMP) Transmission System [No. 09/350,126]
4. Method for Providing for Quality of Service (QoS) - Based Handling of IP-Flows in a Wireless Point to Multi-Point Transmission System [No. 09/350,118]
5. IP-Flow Identification in a Wireless Point to Multi-Point Transmission System [No. 09/347,856]
6. IP-Flow Characterization in a Wireless Point to Multi-Point (PtMP) Transmission System [No. 09/350,150]
7. IP-Flow Classification in a Wireless Point to Multi-Point (PtMP) Transmission System [No. 09/350,156]
8. IP-Flow Prioritization in a Wireless Point to Multi-Point (PtMP) Transmission System [No. 09/349,476]
9. Method of Operation for Providing for Service Level Agreement (SLA) Based Prioritization in a Wireless Point to Multi-Point (PtMP) Transmission System [No. 09/350,170]
10. Method for Transmission Control Protocol (TCP) Rate Control With Link-Layer Acknowledgements in a Wireless Point to Multi-Point (PtMP) Transmission System [No. 09/349,481]
11. Transmission Control Protocol/Internet Protocol (TCP/IP) – Centric QoS Aware Media Access Control (MAC) Layer in a Wireless Point to Multi-Point (PtMP) Transmission System [No. 09/350,159]
12. Use of Priority-Based Scheduling for the Optimization of Latency and Jitter Sensitive IP Flows in a Wireless Point to Multi-Point Transmission System [No. 09/347,857]
13. Time Division Multiple Access/Time Division Duplex (TDMA/TDD) Access Method for a Wireless Point to Multi-Point Transmission System [No. 09/349,475]

14. Reservation Based Prioritization Method for Wireless Transmission of Latency and Jitter Sensitive IP-Flows in a Wireless Point to Multi-Point Transmission System [No. 09/349,483]

15. Translation of Internet-Prioritized Internet Protocol (IP) – Flows into Wireless System Resource Allocations in a Wireless Point to Multi-Point (PtMP) Transmission System [No. 09/349,479]

16. Method of Operation for the Integration of Differentiated services (Diff-serv) Marked IP-Flows into Quality of Service (QoS) Priorities in a Wireless Point to Multi-Point (PtMP) Transmission System [No. 09/350,162]

17. Method for the Recognition and Operation of Virtual Private Networks (VPN's) over a Wireless Point to Multi-Point (PtMP) Transmission System [No. 09/349,975]

18. Time Division Multiple Access/Time Division Duplex (TDMA/TDD) Media Access Control (MAC) Transmission Air Frame [No. 09/350,173]

19. Application – Aware, Quality of Service (QoS) Sensitive, Media Access Control (MAC) Layer [No. 09/349,482]

20. Transmission Control Protocol/Internet Protocol (TCP/IP) Packet-Centric Wireless Point to Point (PtP) Transmission System Architecture [No. 09/349,478]

21. Transmission Control Protocol/Internet Protocol (TCP/IP) Packet-Centric Cable Point to Multi-Point (PtMP) Transmission System Architecture [No. 09/349,474]

B. Trademark Applications:

1. Airmax Serial No. 76/255,216, pending, office action mailed 03.08.02
2. Maximum IP Serial No. 76/255,217, pending, office action mailed 01.31.02

EXHIBIT II

LIST OF ASSETS SUBJECT TO NUNC PRO TUNC ASSIGNMENT EFFECTIVE
DECEMBER 31, 2003 BETWEEN THE DOW CHEMICAL COMPANY AND
UNION CARBIDE EMPLOYEES' PENSION PLAN

U.S. Applications Listed in Security Agreement ("Previously Listed Assets")

09/349477	09/349476	09/349479
09/349480	09/350170	09/350162
09/350126	09/349481	09/349975
09/350118	09/350159	09/350173
09/347856	09/347857	09/349482
09/350150	09/349475	09/349478
09/350156	09/349483	09/349474

All other U.S. applications, PCT applications, non-U.S. (international) applications, and any other applications and/or patents that claim priority to the Previously Listed Assets, including but not limited to the following:

United States

10/241,454 (continuation of 09/350156)
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Europe

Application No.	Patent No.
EP07100992.2	
EP07100998.9	EP1796304
EP 07101014.4	EP1775899
EP07101009.4	EP1796305
EP00947079.0	EP1197040
EP07101001.1	
DE00947079.0	DE 60033153.9
FR00947079.0	FR 1197040
GB00947079.0	GB 1197040

China

Application No.	Patent No.
CN 00812510.4	ZL00812510.4
CN 0610075742.6	
CN 200810175249.0	

Korea

Application No.	Patent No.
10-2002-7000350	10-0877633
10-2007-7003033	10-0825502
10-2007-7003034	10-0825507
10-2007-7003032	KR10-0921552
10-2008-7028079	
10-2009-7018628	

Japan

Application No.	
2001-510192	

Hong Kong

Application No.	
02107539.1	

India

Application No.	
2002/00079	

Brazil

Application No.	
PI0012332-3	

PCT

Application No.	
PCT/US2000/018531	
PCT/US2000/018666	
PCT/US2000/018584	
PCT/US2000/018585	