

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT																												
NATURE OF CONVEYANCE:	Corrective Assignment to correct the conveyance type, conveying party name, and omitted pages for Release of Secured Party previously recorded on Reel 025498 Frame 0235. Assignor(s) hereby confirms the Conveyance Type as "Termination of Creditors' Claims," Assignor as "Bankruptcy Creditors Holding Claims." Omitted pgs inserted.																												
CONVEYING PARTY DATA																													
<table border="1"><tr><th>Name</th><th>Execution Date</th></tr><tr><td>Bankruptcy Creditors Holding Claims</td><td>02/20/2004</td></tr></table>		Name	Execution Date	Bankruptcy Creditors Holding Claims	02/20/2004																								
Name	Execution Date																												
Bankruptcy Creditors Holding Claims	02/20/2004																												
RECEIVING PARTY DATA																													
<table border="1"><tr><td>Name:</td><td>Malibu Networks, Inc.</td></tr><tr><td>Street Address:</td><td>1455 McCarthy Blvd.</td></tr><tr><td>City:</td><td>Milipitas</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>95035</td></tr></table>		Name:	Malibu Networks, Inc.	Street Address:	1455 McCarthy Blvd.	City:	Milipitas	State/Country:	CALIFORNIA	Postal Code:	95035																		
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<table border="1"><tr><th>Property Type</th><th>Number</th></tr><tr><td>Patent Number:</td><td>6594246</td></tr><tr><td>Patent Number:</td><td>6862622</td></tr><tr><td>Patent Number:</td><td>6640248</td></tr><tr><td>Patent Number:</td><td>6628629</td></tr><tr><td>Patent Number:</td><td>6680922</td></tr><tr><td>Patent Number:</td><td>6590885</td></tr><tr><td>Patent Number:</td><td>6452915</td></tr><tr><td>Patent Number:</td><td>7251218</td></tr><tr><td>Patent Number:</td><td>7409450</td></tr><tr><td>Application Number:</td><td>11502101</td></tr><tr><td>Patent Number:</td><td>7412517</td></tr><tr><td>Patent Number:</td><td>7496674</td></tr><tr><td></td><td></td></tr></table>		Property Type	Number	Patent Number:	6594246	Patent Number:	6862622	Patent Number:	6640248	Patent Number:	6628629	Patent Number:	6680922	Patent Number:	6590885	Patent Number:	6452915	Patent Number:	7251218	Patent Number:	7409450	Application Number:	11502101	Patent Number:	7412517	Patent Number:	7496674		
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PATENT  
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Patent Number:	7359971
Application Number:	11502596
Application Number:	11502599
Patent Number:	7359972
Application Number:	12184902
Application Number:	60092452
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: 1120 S. Capital of Texas Highway

Address Line 2: Building 2, Suite 300

Address Line 4: Austin, TEXAS 78746

ATTORNEY DOCKET NUMBER:	6057-40700
-------------------------	------------

NAME OF SUBMITTER:	Alex A. Courtade
--------------------	------------------

# Total Attachments: 78

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## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	<del>RELEASE BY SECURED PARTY</del> <i>change to: Termination of Creditors' Claims</i>
CONVEYING PARTY DATA	
Name	Execution Date
<del>STAC Networks Corporation</del> <i>change to: Bankruptcy</i>	02/20/2004
<i>creditors Holding Claims</i>	
RECEIVING PARTY DATA	
Name:	Malibu Networks, Inc.
Street Address:	1455 McCarthy Blvd.
City:	Milipitas
State/Country:	CALIFORNIA
Postal Code:	95035
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
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
Signature:	/Alex A. Courtade/
Date:	12/15/2010

## Total Attachments: 70

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RECEIPT INFORMATION

<b>EPAS ID:</b>	PAT1405847
<b>Receipt Date:</b>	12/15/2010
<b>Fee Amount:</b>	\$1280

**FILED**

MAR 02 2004

CLERK

United States Bankruptcy Court  
San Jose, California

**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA**

IN RE:

MALIBU NETWORKS INC

Case Number: 03-53378-ASW

Chapter 7

(Debtors)

**FINAL DECREE**

The estate of the above named debtor has been fully administered.

( ) The deposit required by the plan has been distributed.

**IT IS ORDERED THAT :**

(X) Suzanne L. Decker, is discharged as Trustee of the estate of the above named debtor(s) and the bond is cancelled;

(X) the Chapter 7 case of the above named debtor(s) is closed; and

( ) other provisions as needed:

Date MAR 02 2004

*Arthur S. Weissbrodt*

UNITED STATES BANKRUPTCY JUDGE

29



1 COOLEY GODWARD LLP  
2 ROBERT L. EISENBACH III (124896)  
3 AMY HALLMAN RICE (136189)  
4 DAVID A. LEVINE (219006)  
5 One Maritime Plaza, 20th Floor  
6 San Francisco, CA 94111-3580  
7 Telephone: (415) 693-2000  
8 Facsimile: (415) 951-3699

9 Attorneys for Movant  
10 STAC Networks Corp.

FILED  
FEB 20 2004  
United States Bankruptcy Court  
San Jose, California

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**ORIGINAL**

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

In re  
MALIBU NETWORKS, INC.,  
Debtor.

Case No. 03-53378-ASW

Chapter 7

**PROOF OF SERVICE**

**[NO HEARING REQUESTED]**

I, Ankey To, hereby declare:

I am employed in the City of San Francisco, County of San Francisco, California in the office of a member of the bar of this court at whose direction the following service was made. I am over the age of eighteen years and not a party to the within action. My business address is Cooley Godward LLP, One Maritime Plaza, 20th Floor, San Francisco, California 94111-3580.

On February 20, 2004, I served the foregoing document(s) described as:

1. STAC NETWORK CORP.'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF STIPULATION TO ENTRY OF ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY AND FOR ENTRY OF ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY

2. STIPULATION BETWEEN SUZANNE DECKER, AS TRUSTEE FOR ESTATE OF MALIBU NETWORKS, INC. AND STAC NETWORKS CORP. FOR RELIEF FROM THE AUTOMATIC STAY

on the interested parties in this action by placing a true copy(ies) thereof, on the above date, enclosed in sealed envelopes for service and prepared for processing as described below, and

addressed and served in the manner indicated below, addressed below or on the attached service list:

Debtor

Malibu Networks, Inc.  
1455 McCarthy Blvd.  
Milpitas, CA 95035

Debtor's Counsel

Stephen H. Kim  
Law Offices of Murray and Murray  
19330 Stevens Creek Blvd. #100  
Cupertino, CA 95014-2526

U.S. Trustee

Office of the United States Trustee  
U.S. Federal Building  
280 South First Street, #268  
San Jose, CA 95113-3004

Chapter 7 Trustee

Suzanne Decker  
151 Callan Avenue, Suite 305  
San Leandro, CA 94577

Trustee's Counsel

Barry Milgrom  
Sandi Meneely Colabianchi  
Luce, Forward, Hamilton and Scripps  
121 Spear St. #200  
San Francisco, CA 94105

Request for Special Notice

American Express Travel  
Travel Related Services  
PO Box 360001  
Fort Lauderdale, FL 33336-0001

American Express Travel  
CPC Remittance Process Center  
20002 N. 19<sup>th</sup> Avenue  
Phoenix, AZ 85027-4250

XX (BY FIRST CLASS MAIL) I am personally and readily familiar with the business practice of Cooley Godward LLP for collection and processing of correspondence for mailing with the United States Postal Service, pursuant to which mail placed for collection at designated stations in the ordinary course of business is deposited the same day, proper postage prepaid, with the United States Postal Service.

\* \* \* \* \*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on February 20, 2004 at San Francisco, California.



Arkey To

UNITED STATES BANKRUPTCY COURT  
Northern District of California

In re:

**ORIGINAL**

MALIBU NETWORKS, INC.

Debtor(s).

Bankruptcy No.: 03-53378-ASW  
R.S. No.:  
Hearing Date:  
Time:

Relief From Stay Cover Sheet

Instructions: Complete caption and Section A for all motions. Complete Section B for mobile homes, motor vehicles, and personal property. Complete Section C for real property. Utilize Section C as necessary. If moving party is not a secured creditor, briefly summarize the nature of the motion in Section D.

(A) Date Petition Filed: May 23, 2003  
Prior hearings on this obligation: None

Chapter 7  
Last Day to File §523/§727 Complaints:

(B) Description of personal property collateral (e.g. 1983 Ford Taurus):

Secured Creditor [ X ] or lessor [ ]

Fair market value:	\$ <u>unknown</u>	Source of value:	<u>Promissory Notes plus accrued interest</u>
Contract Balance:	\$ <u>not less than 856,040.74</u>	Pre-Petition Default:	\$ <u>                    </u>
Monthly Payment:	\$ <u>                    </u>	No. of months:	<u>                    </u>
Insurance Advance:	\$ <u>                    </u>	Post-Petition Default:	\$ <u>                    </u>
		No. of months:	<u>                    </u>

(C) Description of real property collateral (e.g. Single family residence, Oakland, CA): **NONE**

Fair market value: \$                      Source of value:                      If appraisal, date:                     

Moving Party's position (first trust deed, second, abstract, etc.):

Approx. Bal.	\$ <u>                    </u>	Pre-Petition Default:	\$ <u>                    </u>
As of (date):	<u>                    </u>	No. of months:	<u>                    </u>
Mo. payment:	\$ <u>                    </u>	Post-Petition Default:	\$ <u>                    </u>
Notice of Default (date):	<u>                    </u>	No. of months:	<u>                    </u>
Notice of Trustee's Sale:	<u>                    </u>	Advances Senior Liens:	\$ <u>                    </u>

Specify name and status of other liens and encumbrances, if known (e.g. trust deeds, tax liens, etc.):

Position	Amount	Mo. Payment	Defaults
1 <sup>st</sup> Trust Deed: <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>
2 <sup>nd</sup> Trust Deed: <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>
Deed: <u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
(Total) :	\$ <u>                    </u>	\$ <u>                    </u>	\$ <u>                    </u>

(D) Other pertinent information:

**Movant seeks approval of a stipulation with the Trustee terminating, annulling and vacating the automatic stay in order to allow Movant to exercise all of its rights and remedies as to its interest in the Debtor's assets.**

Dated: February 20, 2004

COOLEY GODWARD LLP

By:                     

David A. Levine

Attorneys for Movant STAC Networks Corporation

1 COOLEY GODWARD LLP  
2 ROBERT L. EISENBACH III (124896)  
3 AMY HALLMAN RICE (136189)  
4 DAVID A. LEVINE (219006)  
5 One Maritime Plaza, 20th Floor  
6 San Francisco, CA 94111-3580  
7 Telephone: (415) 693-2000  
8 Facsimile: (415) 951-3699

9 Attorneys for Movant  
10 STAC Networks, Inc.

**FILED**  
FEB 20 2004  
United States Bankruptcy Court  
San Jose, California

11  
12 UNITED STATES BANKRUPTCY COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14  
15 **ORIGINAL**  
16 SAN JOSE DIVISION  
17  
18

19 In re  
20 MALIBU NETWORKS, INC.,  
21 Debtor.

Case No. 03-53378-ASW

Chapter 7

**STAC NETWORK CORP.'S NOTICE OF  
MOTION AND MOTION FOR APPROVAL OF  
STIPULATION TO ENTRY OF ORDER  
GRANTING RELIEF FROM THE AUTOMATIC  
STAY AND FOR ENTRY OF ORDER  
GRANTING RELIEF FROM THE  
AUTOMATIC STAY**

**[NO HEARING REQUESTED]**

22 **TO PARTIES IN INTEREST:**

23 **PLEASE TAKE NOTICE THAT** pursuant to Bankruptcy Local Rule 9014-1(b)(3) that  
24 STAC Networks Corporation ("STAC") will and hereby does move ("Motion") this Court for an  
25 order pursuant to sections 105 and 362 of title 11 of the United States Code, 11 U.S.C. § 101 et  
26 seq. (the "Bankruptcy Code") for an order approving a stipulation (the "Stipulation") by and  
27 between STAC and Suzanne Decker, as the trustee ("Trustee") for the bankruptcy estate of debtor  
28 Malibu Networks, Inc. ("Debtor"). Pursuant to the Stipulation, the Trustee has agreed to permit  
STAC relief from the automatic stay to allow STAC to exercise all of its rights and remedies as to

1 its collateral pursuant to certain agreements between STAC's predecessors in interest and the  
2 Debtor and applicable law.

3 **PLEASE TAKE FURTHER NOTICE:**

4 (a) That Bankruptcy Local Rule 9014-1 of the United States Bankruptcy Court for the  
5 Northern District of California prescribes the procedures to be followed and that any objection to  
6 the requested relief, or a request for hearing on the matter, must be filed and served upon STAC's  
7 counsel within 20 days of mailing of this Notice;

8 (b) that a request for hearing or objection must be accompanied by any declarations or  
9 memoranda of law the party objecting or requesting wishes to present in support of its position;

10 (c) that if there is not a timely objection to the requested relief or a request for hearing,  
11 the Court may enter an order granting the relief by default; and

12 (d) that STAC will give at least 10 days written notice of hearing to the objecting or  
13 requesting party, and to any trustee or committee appointed in the case, in the event an objection  
14 or request for hearing is timely made.

15 **PLEASE TAKE FURTHER NOTICE** that this Motion is based upon this Notice, the  
16 attached Motion and Memorandum of Points and Authorities, and the Stipulation filed herewith.  
17 Papers in support of this Motion may be obtained upon written request to Cooley Godward LLP,  
18 Attn: Ms. Ankey To, One Maritime Plaza, 20<sup>th</sup> Floor, San Francisco, California 94111; Facsimile  
19 No.: (415) 951-3699.

20 **MEMORANDUM OF POINTS AND AUTHORITIES**

21 **I. INTRODUCTION**

22 STAC hereby moves the Court for entry of an order ("Order") approving the Stipulation  
23 Between STAC and the Trustee for relief from the automatic stay ("Stipulation")<sup>1</sup>.

24 **II. THE STIPULATION AND RELEVANT FACTUAL BACKGROUND**

25 1. On May 23, 2003 ("Filing Date"), Debtor filed a voluntary petition for relief under  
26 chapter 7 of the Bankruptcy Code and the Trustee was duly appointed.

27 2. On or about November 18, 2003, the Trustee filed a No Asset Report.

28 <sup>1</sup> A copy of the Stipulation shall be filed concurrently herewith.

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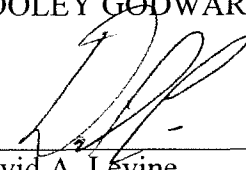
1 accordance with the Loan Documents and applicable law.

2 **III. MOTION**

3 Cause exists to lift the stay pursuant to the stipulation. This is a no asset Chapter 7 in  
4 which a no asset report was filed three months ago. In addition, the Debtor has no equity in the  
5 Collateral and it is not necessary any effective reorganization, as this is a Chapter 7. Accordingly,  
6 it is appropriate to lift the stay pursuant to Sections 362(d)(1) and (d)(2). Accordingly, STAC  
7 requests that the Court enter an Order approving the Stipulation and granting STAC relief from  
8 the automatic stay in accordance with the terms of the Stipulation.

9 Dated: February 20, 2004

10 COOLEY GODWARD LLP

11   
12 \_\_\_\_\_  
13 David A. Levine

14 Attorneys for Movant  
15 STAC Networks Corporation  
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28

1 COOLEY GODWARD LLP  
2 ROBERT L. EISENBACH III (124896)  
3 AMY HALLMAN RICE (136189)  
4 DAVID A. LEVINE (219006)  
5 One Maritime Plaza, 20th Floor  
6 San Francisco, CA 94111-3580  
7 Telephone: (415) 693-2000  
8 Facsimile: (415) 951-3699

9 Attorneys for Movant  
10 STAC Networks, Inc.

11 UNITED STATES BANKRUPTCY COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13 SAN JOSE DIVISION

14 ORIGINAL

15 In re  
16 MALIBU NETWORKS, INC.,  
17 Debtor.

Case No. 03-53378-ASW

Chapter 7

STIPULATION BETWEEN SUZANNE  
DECKER, AS TRUSTEE FOR ESTATE OF  
MALIBU NETWORKS, INC. AND STAC  
NETWORKS CORP. FOR RELIEF FROM THE  
AUTOMATIC STAY

[NO HEARING REQUESTED]

18 This Stipulation For Relief From the Automatic Stay ("Stipulation") is entered into by and  
19 between Suzanne Decker, as trustee for estate of Malibu Networks, Inc. (the "Debtor") and STAC  
20 Networks Corporation ("STAC") by and through their respective counsel. This Stipulation is  
21 made with reference to the following undisputed facts:

22 RECITALS

23 1. On May 23, 2003 ("Petition Date"), the Debtor filed a voluntary petition for relief  
24 under Chapter 7 of the United States Bankruptcy Code (the "Petition") and the Trustee was  
25 appointed.

26 2. On or about November 18, 2003, the Trustee filed a No Asset Report.



1 **The Loan Documents**

2 3. Prior to the Filing Date, the Debtor issued certain Secured Convertible Promissory  
3 Notes (each, a "Note"; collectively, the "Notes") to a number of investors (the "Investors") and  
4 NextCom Venture Partners, LP ("NextCom"). As of the Filing Date, the amount outstanding  
5 under the Notes, including principal and interest, was \$856,040.74.

6 4. The Debtor's obligations pursuant to the Notes are secured by a first priority  
7 blanket lien on the Debtor's assets (the "Collateral") pursuant to the terms of a security agreement  
8 by and among the Debtor and the Investors dated as of March 20, 2002 (the "Security  
9 Agreement"). The security interest was perfected by a UCC-1 financing statement filed with the  
10 California Secretary of State on March 22, 2002.

11 5. The Notes and the Security Agreement are collectively referred to as the "Loan  
12 Documents."

13  
14 **The Exchange Agreement**

15 6. STAC was organized for the purpose of acquiring all or substantially all of the  
16 Debtor's assets.

17 7. On or about January 13, 2004, the Debtor, the Investors, NextCom and STAC  
18 entered into that certain Exchange Agreement ("Exchange Agreement"). Pursuant to the  
19 Exchange Agreement, the Investors agreed to contribute their Notes and to assign their rights  
20 under the Security Agreement to STAC in exchange for shares of STAC's common stock.  
21 Further, NextCom agreed to assign to STAC its Note and all of its rights under the Security  
22 Agreement in consideration of the right to receive from STAC a cash payment in the amount of  
23 \$839.94 in the event that STAC successfully acquires the Debtor's assets.

24 8. As a result of the Exchange Agreement, STAC holds all right, title and interest to  
25 the Notes, and holds a valid, perfected first priority security interest in the Collateral.

26 NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, IT IS HEREBY  
27 STIPULATED AND AGREED by and between the parties of this Stipulation as follows:

28 A. **Relief From Automatic Stay.** The automatic stay contained in Bankruptcy Code

1 Section 362 shall be terminated, annulled and vacated immediately upon entry of the Order  
2 approving this Stipulation, for the purpose of allowing STAC to exercise all of its rights and  
3 remedies as to the Collateral in accordance with the Loan Documents, and applicable law.

4 B. **Rights and Remedies Survive.** Notwithstanding anything contained herein, all of  
5 the rights, remedies, benefits and protections provided to STAC under the Loan Documents and  
6 applicable law shall survive.

7 C. **Exclusive Jurisdiction.** This Court shall retain exclusive jurisdiction to determine  
8 as a core proceeding, without a jury trial, any matter related to enforcement or interpretation of  
9 this Stipulation.

10 D. **Limited Scope of Stipulation.** By executing this Stipulation STAC shall not by  
11 any act, delay, indulgence, omission or otherwise be deemed to have released, waived or  
12 modified any rights or remedies it may have as to Debtor or any third party, or to have acquiesced  
13 to any default or event of default under any document, instrument or agreement between Debtor,  
14 or any other persons or entities, and STAC. This Stipulation shall not constitute an extension,  
15 modification, release or waiver of any existing obligations due and owing from Debtor, or any  
16 other person or entity, to STAC. By executing this Stipulation, neither of the parties hereto has  
17 waived any of its respective rights or remedies contained in the Loan Documents and all other  
18 documents, instruments and agreements between Debtor and STAC, nor any other rights or  
19 remedies available under applicable law.

20 E. **Time of the Essence.** Time is of the essence with respect to all performances  
21 required under this Stipulation.

22 F. **Successors and/or Assigns.** This Stipulation shall become effective only upon the  
23 entry of an Order of the Court approving its terms. Nothing herein shall be deemed an admission  
24 by any party hereto in the event the Court does not approve the Stipulation. Upon Court  
25 approval, this Stipulation shall be binding upon each of the parties and their respective  
26 successors, heirs, administrators and assigns.

27 G. **Method of Execution.** This Stipulation may be executed in original or by  
28 facsimile signature and in counterpart copies, and this Stipulation shall be deemed fully executed

1 and effective when all parties have executed and possess a counterpart, even if no single  
2 counterpart contains all signatures.

3 IT IS SO STIPULATED.

4 Dated: February 20, 2004

COOLEY GODWARD LLP

By: 

David A. Levine  
Attorneys for STAC Networks Corporation

9 Dated: February 18, 2004

LUCE FORWARD HAMILTON & SCRIPPS  
LLP

By: 

Sandi Meneely Colabianchi, Esq.  
Attorneys for Suzanne Decker, Chapter 7  
Trustee For Estate of Malibu Networks, Inc.

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

**FILED**

NOV 18 2003

CLERK  
United States Bankruptcy Court  
San Jose, California

IN RE:

MALIBU NETWORKS INC

Case Number: 03-53378-ASW  
Chapter 7

( ) Wife Only

(Debtors) ( ) Husband Only

**REPORT OF TRUSTEE IN NO ASSET CASE**

The trustee of the estate of the above-named debtor(s) reports that the trustee has neither received any property nor paid any money on account of this estate except exempt property; that the trustee has made diligent inquiry into the whereabouts of property belonging to the estate and that there is no property available for distribution from the estate over and above that exempted by the debtor(s).

DATED: September 23, 2003

  
Suzanne L. Decker, Trustee

**CERTIFICATION OF REVIEW**

The United States Trustee has reviewed the foregoing report for compliance with Title 11.

DATED: SEP 23 2003

By:

**U.S. TRUSTEE**

24

**FORM 1**  
**INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT**  
**ASSET CASES**

Page: 1

Case No: 03-53378 ASW Judge: WEISSBRODT, ARTHUR S.  
Case Name: MALIBU NETWORKS INC

Trustee Name: SUZANNE L. DECKER  
Date Filed (f) or Converted (c): 05/23/03 (f)  
341(a) Meeting Date: 06/19/03  
Claims Bar Date:

For Period Ending: 09/23/03

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Values	Estimated Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Abandoned OA=554(a) Abandon DA=554(c) Abandon	Sale/Funds Received by the Estate	Asset Fully Administered (FA)/ Gross Value of Remaining Assets
1. BANK ACCOUNTS	43,136.00	0.00		0.00	FA
2. SECURITY DEPOSITS	53,438.00	0.00		0.00	FA
3. ACCOUNTS RECEIVABLE	49,824.00	0.00		0.00	FA
4. ADVANCES	3,125.00	0.00		0.00	FA
5. PATENTS	Unknown	0.00		0.00	FA
6. LICENSES	Unknown	0.00		0.00	FA
7. OFFICE EQUIPMENT	184,053.00	0.00		0.00	FA
8. MACHINERY	0.00	0.00		0.00	FA
9. INVENTORY	514,141.00	0.00		0.00	FA

	Gross Value of Remaining Assets			
TOTALS (Excluding Unknown Values)	\$ 847,717.00	\$ 0.00	\$ 0.00	\$0.00
				(Total Dollar Amount in Column 6)

Major activities affecting case closing which are not reflected above, and matters pending, date of hearing or sale, and other action:

Initial Projected Date of Final Report (TFR): / / Current Projected Date of Final Report (TFR): / /

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

IN RE:  
MALIBU NETWORKS INCORPORATED

: CHAPTER: 7

:  
:

: BANKRUPTCY NO. 03-53378 ASW-7

REQUEST OF CREDITOR PURSUANT TO BANKRUPTCY RULE 2002(g)  
PROVIDING ADDRESS FOR SERVICE  
OF NOTICES

To the Clerk:  
To the Trustee:

1. This request is filed pursuant to Bankruptcy Rule 2002(g) for the purpose of ensuring that the creditors listed in the lower right-hand corner receive all notices required to be mailed under Bankruptcy Rule 2002 at the address contained herein.

2. The address to which all such notices should be sent appears in the lower right-hand corner of this document and is the address for the attorney/agent for the creditor.

3. The address below should be substituted for that of the creditor named below.

4. A copy of the request is being mailed this date, by first class mail, postage prepaid, to the person(s), if any, whose names and addresses appear in the lower left-hand corner.

American Express Travel Related  
Svcs Co Inc Corp Card  
c/o BECKET & LEE LLP  
P.O. BOX 3001 Dept. AC  
Malvern, PA 19355-0701  
Becket and Lee LLP, Attorneys/Agent

By: 

Barbara K. Hamilton, Esquire  
Sarah E. Pugh, Esquire  
Rhonda E. Rosenblum, Esquire  
(610) 644-7800

Date: July 7, 2003

American Express Travel Related  
Svcs Co Inc Corp Card  
CREDITOR

27



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

IN RE: : CHAPTER: 7  
MALIBU NETWORKS INCORPORATED :

: BANKRUPTCY NO: 03-53378-ASW.7  
SAN JOSE, CA.

REQUEST OF CREDITOR PURSUANT TO BANKRUPTCY RULE 2002(g)  
PROVIDING ADDRESS FOR SERVICE  
OF NOTICES

To the Clerk:  
To the Trustee:

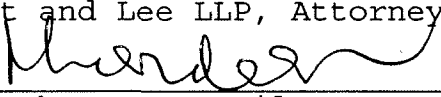
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Date: July 7, 2003

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CREDITOR



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

IN RE: : CHAPTER: 7  
MALIBU NETWORKS INCORPORATED :  
:   
: BANKRUPTCY NO. 03-53378-LASW-7  
SAN JOSE, CA.

REQUEST OF CREDITOR PURSUANT TO BANKRUPTCY RULE 2002(g)  
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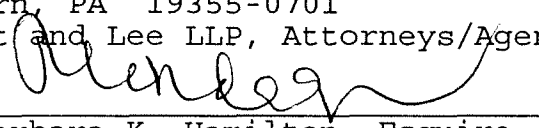
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By:   
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Sarah E. Pugh, Esquire  
Rhonda E. Rosenblum, Esquire  
(610) 644-7800

Date: July 7, 2003

American Express Travel Related  
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CREDITOR





IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

IN RE:  
MALIBU NETWORKS INCORPORATED

: CHAPTER: 7

:  
:

: BANKRUPTCY NO: 03-453378-ASW-7

03 AUG -4 11:51

*[Signature]*  
NORTH. DIST. COURT  
SAN JOSE, CA.

REQUEST OF CREDITOR PURSUANT TO BANKRUPTCY RULE 2002(g)  
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P.O. BOX 3001 Dept. AC  
Malvern, PA 19355-0701  
Becket and Lee LLP, Attorneys/Agent

By: *[Signature]*

Barbara K. Hamilton, Esquire  
Sarah E. Pugh, Esquire  
Rhonda E. Rosenblum, Esquire  
(610) 644-7800

Date: July 7, 2003

American Express Travel Related  
Svcs Co Inc Corp Card  
CREDITOR

20



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

IN RE:  
MALIBU NETWORKS INCORPORATED

: CHAPTER: 7

:  
:

: BANKRUPTCY NO: 03-53378-ASW-7  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF CA.  
SAN JOSE, CA.

REQUEST OF CREDITOR PURSUANT TO BANKRUPTCY RULE 2002(g)  
PROVIDING ADDRESS FOR SERVICE  
OF NOTICES

To the Clerk:  
To the Trustee:

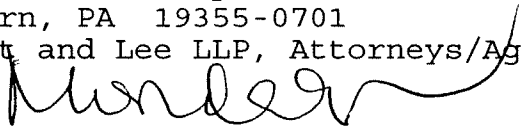
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By:   
Barbara K. Hamilton, Esquire  
Sarah E. Pugh, Esquire  
Rhonda E. Rosenblum, Esquire  
(610) 644-7800

Date: July 7, 2003

American Express Travel Related  
Svcs Co Inc Corp Card  
CREDITOR



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

IN RE:  
MALIBU NETWORKS INCORPORATED

: CHAPTER: 7

: BANKRUPTCY NO: 03-53378-ASW-7

03 AUG -4 AM 9:50  
NORTHERN DIST. OF CA.  
SAN JOSE, CA.

REQUEST OF CREDITOR PURSUANT TO BANKRUPTCY RULE 2002(g)  
PROVIDING ADDRESS FOR SERVICE  
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By: 

Barbara K. Hamilton, Esquire  
Sarah E. Pugh, Esquire  
Rhonda E. Rosenblum, Esquire  
(610) 644-7800

Date: July 7, 2003

American Express Travel Related  
Svcs Co Inc Corp Card  
CREDITOR

18



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

IN RE:  
MALIBU NETWORKS INCORPORATED

: CHAPTER: 7

:  
:

: BANKRUPTCY NO: 03-53378-ASW-7

CO. REC - 1, 01 9:50

U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF CAL.  
SAN JOSE, CA.

REQUEST OF CREDITOR PURSUANT TO BANKRUPTCY RULE 2002(g)  
PROVIDING ADDRESS FOR SERVICE  
OF NOTICES

To the Clerk:  
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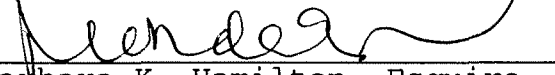
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By:

  
Barbara K. Hamilton, Esquire  
Sarah E. Pugh, Esquire  
Rhonda E. Rosenblum, Esquire  
(610) 644-7800

Date: July 7, 2003

American Express Travel Related  
Svcs Co Inc Corp Card  
CREDITOR

17



1 KIMBERLEE R. COLEMAN (MA Bar #566920)  
2 Consultant  
3 CommVest, LLC  
4 432 Cherry Street  
5 West Newton, MA 02465  
6 Tel: 617-969-6700  
7 Fax: 617-969-7900

8 Attorney for Creditor  
9 COMMVEST, LLC

**FILED**  
JUL 15 2003  
CLERK  
United States Bankruptcy Court  
San Jose, California

10 UNITED STATES BANKRUPTCY COURT

11 NORTHERN DISTRICT OF CALIFORNIA

12 In re:

Chapter 7

Case No. 03-53378 ASW

13 MALIBU NETWORKS, INC., a California  
14 corporation,

15 Debtor.

16 **STIPULATION AND ORDER FOR**  
17 **RELIEF FROM THE AUTOMATIC**  
18 **STAY OF 11 U.S.C. SECTION 362**

19 CommVest, LLC ("CommVest") and Suzanne Decker, trustee ("Trustee") of the Chapter  
20 7 estate of Malibu Networks, Inc., ("Debtor") hereby enter into this Stipulation for Relief from  
21 the Automatic Stay based upon the following facts:

22 RECITALS

23 A. On May 23, 2003, Debtor filed a voluntary petition under chapter 7 of the  
24 Bankruptcy Code. Trustee is the duly-appointed trustee of the Debtor's Chapter 7 estate.

25 B. On or about September 1, 1999, Debtor and CommVest entered into a Lease  
26 Agreement ("Lease") whereby CommVest agreed to finance certain personal property purchased  
27  
28

1 by Debtor (the "Collateral"). A true and correct copy of the Lease is attached hereto as Exhibit  
2 "A."

3 C. Pursuant to the terms of the Lease, on or about February 1, 2000, CommVest  
4 made an advance to Debtor under Rental Schedule No. 3-01 to the Lease in the amount of  
5 \$569,538.25. A true and correct copy of Rental Schedule No. 3-01, including the corresponding  
6 Equipment Schedule, is attached hereto as Exhibit "B."

8 D. Pursuant to the terms of the Lease, on or about March 29, 2000, CommVest made  
9 an advance to Debtor under Rental Schedule No. 3-02 to the Lease in the amount of  
10 \$1,114,776.33. A true and correct copy of Rental Schedule No. 3-02, including the  
11 corresponding Equipment Schedule, is attached hereto as Exhibit "C."

13 E. Pursuant to the terms of the Lease, on or about July 31, 2000, CommVest made an  
14 advance to Debtor under Rental Schedule No. 3-03 to the Lease in the amount of \$346,356.71.  
15 A true and correct copy of Rental Schedule No. 3-03, including the corresponding Equipment  
16 Schedule, is attached hereto as Exhibit "D."

18 F. The Debtor has no equity in the Collateral, as the balance now due and owing  
19 from Debtor to CommVest exceeds the value of the Collateral.

20 G. Pursuant to the Stipulation, Pentech desires to obtain relief from the automatic  
21 stay of Section 362 of the Bankruptcy Code in order to take possession of and to sell or  
22 otherwise dispose of the Collateral.

24 NOW THEREFORE, IN VIEW OF THE FOREGOING, IT IS HEREBY STIPULATED,  
25 by and between the Trustee and CommVest, by and through their counsel of record herein as  
26 follows:

27 STIPULATION

1           1.       Upon entry of an Order approving this Stipulation, the automatic stay of 11  
2 U.S.C. §362 shall be immediately terminated, modified and annulled with respect to CommVest  
3 and the Collateral:

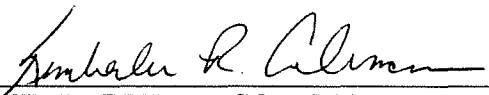
4           2.       Effective immediately upon entry of an order approving this Stipulation,  
5 CommVest shall be granted relief from stay pursuant to Section 362 in order to exercise all of its  
6 rights and remedies pursuant to the Lease and under state law, including, but not limited to,  
7 taking possession of all of the Collateral and conducting private and/or public sales thereof;

8           3.       Any order approving this Stipulation shall be without prejudice to CommVest  
9 asserting a claim against the Debtor's bankruptcy estate to the extent proceeds from any sale are  
10 less than the allowed amount of its claim;  
11

12           4.       Any order approving this Stipulation shall be without prejudice to CommVest  
13 filing a claim with Debtor's insurance carrier, as loss payee or additional insured, for missing or  
14 stolen equipment that is the subject of the Lease. Trustee agrees to assign to CommVest any  
15 rights the Debtor may have under such insurance policies, including the right to file an insurance  
16 claim for any Collateral that may be missing from Debtor's estate.  
17

18           5.       This Stipulation shall inure to the benefit of CommVest and shall be binding upon  
19 the Trustee, its assigns and successors, including any trustee appointed in any converted or  
20 ~~subsequent bankruptcy case~~ <sup>proceeding.</sup> ~~and shall be binding in this and in any subsequent bankruptcy~~ <sup>APW</sup>  
21 proceeding.  
22

23  
24  
25 Dated: June 10, 2003

  
KIMBERLEE R. COLEMAN  
Consultant  
COMMVEST, LLC

1 Dated:

July 7, 2003

Suzanne Decker

Trustee for the Estate of Malibu Networks, Inc.,  
Debtor

2  
3 ///

4 \* \* \* \* \*

5 ORDER

6  
7 Based on the pleadings and documents filed herein, and good cause appearing therefor:

8 IT IS HEREBY ORDERED that:

9 1. The Stipulation for Relief from Automatic Stay is approved;

10 2. This Order shall be without prejudice to CommVest asserting a general unsecured  
11 claim against the Debtor's bankruptcy estate for the unsecured portion of its claim; and

12 3. This Order shall be without prejudice to CommVest filing a claim with Debtor's  
13 insurance carrier, as loss payee or additional insured, for missing or stolen equipment that is the  
14 subject of the Lease. Trustee shall assign to CommVest any rights the Debtor may have under  
15 such insurance policies, including the right to file an insurance claim for any Collateral that may  
16 be missing from Debtor's estate.

17 4. This Order shall inure to the benefit of CommVest and shall be binding upon the  
18 Trustee, the Debtor, their assigns and successors.

19 Dated:

20  
21  
22  
23  
24 United States Bankruptcy Judge

25  
26  
27  
28  
*See previous page)*  
*Not signed -*  
*Court will*  
*approve stip*  
*in this case*  
*but not in any other*  
*case - so bind persons*  
*not before the*  
*court.*



1 Barry Milgrom, State Bar No. 99961  
2 LUCE, FORWARD, HAMILTON & SCRIPPS LLP  
3 Rincon Center II, 121 Spear Street, Suite 200  
4 San Francisco, California 94105-1582  
5 Telephone No.: 415.356.4600  
6 Fax No.: 415.356.4610

7  
8  
9 Proposed Counsel for SUZANNE L. DECKER,  
10 Trustee in Bankruptcy  
11

**FILED**  
JUL 19 2003  
CLERK  
United States Bankruptcy Court  
San Jose, California

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**UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION**

In re

MALIBU NETWORKS, INC.,

Debtor.

*Tax ID: 95-4695719*

CASE NO. 03-53378 asw

Chapter 7

The Hon. Arthur S. Weissbrodt

[No Hearing Required]

**ORDER**  
**AUTHORIZING EMPLOYMENT OF COUNSEL**  
(Luce, Forward, Hamilton & Scripps, LLP)

Upon the Application of Suzanne L. Decker, Trustee in Bankruptcy of the estate of the above-named Debtor; and it

APPEARING that Luce, Forward, Hamilton & Scripps, LLP is qualified to represent the Trustee in these proceedings, that employment of counsel will be in the best interests of the estate, that counsel represents no interest adverse to the estate and that notice and a hearing are not necessary in connection with the Application; it is hereby

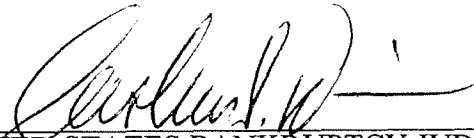
ORDERED that Suzanne L. Decker, Trustee in Bankruptcy, is authorized, pursuant to 11 U.S.C. Section 327, to employ Luce, Forward, Hamilton & Scripps, LLP, as her counsel to assist her in all matters arising in or related to this Chapter 7 proceeding.

JUL 14 2003

1 FURTHER ORDERED that no compensation shall be allowed or paid except pursuant to  
2 further Court order.

3  
4 DATED: \_\_\_\_\_

7/19/07

  
UNITED STATES BANKRUPTCY JUDGE

Barry Milgrom, State Bar No. 99961  
LUCE, FORWARD, HAMILTON & SCRIPPS LLP  
Rincon Center II, 121 Spear Street, Suite 200  
San Francisco, California 94105-1582  
Telephone No.: 415.356.4600  
Fax No.: 415.356.4610

Proposed Counsel for SUZANNE L. DECKER,  
Trustee in Bankruptcy

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

In re  
MALIBU NETWORKS, INC.,  
Debtor.

Tax ID: 95-4695719

CASE NO. 03-53378 asw

Chapter 7

The Hon. Arthur S. Weissbrodt

[No Hearing Required]

**CERTIFICATE OF SERVICE**

I, Mey Y. SaePhan, declare:

I am employed in the City and County of San Francisco, State of California. I am over the age of 18 years and not a party to the within action; my business address is Luce, Forward, Hamilton & Scripps LLP, Rincon Center Two, 121 Spear Street, Suite 200, San Francisco, California 94105.

On the date of execution hereof, at my place of business, I served copies of the following:

**APPLICATION FOR AUTHORITY TO EMPLOY COUNSEL**  
(Luce, Forward, Hamilton & Scripps, LLP)

**DECLARATION OF PROPOSED COUNSEL**  
(Luce, Forward, Hamilton & Scripps, LLP)

[proposed]  
**ORDER AUTHORIZING EMPLOYMENT OF COUNSEL**  
(Luce, Forward, Hamilton & Scripps, LLP)

on the parties listed below:

- ☒ BY MAIL: By placing a true copy in an envelope addressed as shown to the parties below. I am familiar with Luce, Forward, Hamilton & Scripps LLP's practice whereby each document is placed in an envelope, the envelope is sealed, the appropriate postage is placed thereon and the sealed envelope is placed in the office mail receptacle. Each day the mail is collected and deposited in a United States postal mailbox at or before the close of business each day.
- ☐ BY FACSIMILE TRANSMISSION: By causing a true facsimile thereof to be electronically transmitted to the parties by using their facsimile number indicated below.
- ☐ OVERNIGHT MAIL: I sent a copy via overnight mail, Airbill No. \_\_\_\_\_.
- ☐ BY CERTIFIED MAIL: By placing a true copy in an envelope addressed as shown to the parties below. I am familiar with Luce, Forward, Hamilton & Scripps LLP's practice whereby each document is placed in an envelope, the envelope is sealed, the appropriate postage is placed thereon and the sealed envelope is placed in the office mail receptacle. Each day the mail is collected and deposited in a United States postal mailbox at or before the close of business each day.

**PARTIES SERVED**

**United States Trustee**  
Office of the United States Trustee  
280 South First Street, Suite 268  
San Jose, CA 95113-0002

Executed on this 11th day of July 2003, at San Francisco, California.

  
\_\_\_\_\_  
MEY Y. SARPHAN

1 Barry Milgrom, State Bar No. 99961  
2 LUCE, FORWARD, HAMILTON & SCRIPPS LLP  
3 Rincon Center II, 121 Spear Street, Suite 200  
4 San Francisco, California 94105-1582  
5 Telephone No.: 415.356.4600  
6 Fax No.: 415.356.4610

7 Proposed Counsel for SUZANNE L. DECKER,  
8 Trustee in Bankruptcy

9 UNITED STATES BANKRUPTCY COURT  
10 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

11 In re

12 MALIBU NETWORKS, INC.,

13 Debtor.

14 Tax ID: 95-4695719

CASE NO. 03-53378 asw

Chapter 7

The Hon. Arthur S. Weissbrodt

[No Hearing Required]

15  
16 **DECLARATION OF PROPOSED COUNSEL**  
17 (Luce, Forward, Hamilton & Scripps, LLP)

18 I, Barry Milgrom, declare:

19 1. I am a partner at the law firm of Luce, Forward, Hamilton & Scripps, LLP  
20 ("LFH&S").

21 2. LFH&S is a large firm that has been serving the California community for 125  
22 years. As is common in a large firm representing thousands of clients over the years, LFH&S has  
23 represented clients who may have some connection to parties involved in a case. At my direction,  
24 LFH&S has performed a search in its computerized conflict resolution system for all debtors, 20-  
25 largest creditors, secured creditors and parties to executory contracts or unexpired leases, as  
26 disclosed in the Schedules and Statement of Financial Affairs filed in this case.

27 3. Based on our analysis, I am informed and believe that there are no conflicts or  
28

1 other connections between LFH&S and debtor, creditors or parties in interest, or their attorneys or  
2 accountants, or the United States Trustee or any person employed in the Office of the United  
3 States Trustee which would impact the retention of LFH&S under the standards for employment  
4 of general bankruptcy counsel as set forth in 11 U.S.C. §327 and §101(14), except as follows:

5 a. LFH&S represents Peery/Arrillaga in matters unrelated to this case. "Peery-  
6 Arrillaga" is listed in the Debtor's Schedules as (1) holding a secured claim in an amount of  
7 \$3,914.30, which consists of a lease deposit of \$2,102.00 and an unsecured portion in an amount  
8 of \$1,812.330; and (2) being lessor under a non-residential real property lease agreement.

9 b. LFH&S represents Kinko's, Inc. in matters unrelated to this case. "Kinko's"  
10 is listed in the Debtor's Schedules as holding a general unsecured, non-priority claim in an amount  
11 of \$3,792.88.

12 c. LFH&S represents Pacific Bell Wireless in matters unrelated to this case.  
13 "Pacific Bell" is listed in the Debtor's Schedules as holding a general unsecured, non-priority  
14 claim in an amount of \$2,773.47.

15 4. If the Trustee determines that any actual conflict arises or disputes any claim of an  
16 LFH&S client, LFH&S may seek conflict waivers or the Trustee may hire independent counsel.

17 5. Based on the above, I am informed and believe that LFH&S is a disinterested  
18 person and holds no interest adverse to the estate.

19 6. LFH&S has neither shared nor agreed to share any of the compensation it receives  
20 in this case with any person other than to share this compensation among its partners and  
21 employees.

22 I declare under penalty of perjury that the above statements are true and with respect to  
23 those matters stated on information and belief, I believe them to be true. This Declaration was  
24 executed in San Francisco, California on this 11<sup>th</sup> of July 2003

25  
26   
27 BARRY MILGROM  
28

Barry Milgrom, State Bar No. 99961  
LUCE, FORWARD, HAMILTON & SCRIPPS LLP  
Rincon Center II, 121 Spear Street, Suite 200  
San Francisco, California 94105-1582  
Telephone No.: 415.356.4600  
Fax No.: 415.356.4610

Proposed Counsel for SUZANNE L. DECKER,  
Trustee in Bankruptcy

AB  
FILED  
JUL 14 AM 9:45  
U.S. BANKRUPTCY COURT  
NORTHERN DIST. OF CA.  
SAN JOSE

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

In re  
MALIBU NETWORKS, INC.,  
Debtor.  
Tax ID: 95-4695719

CASE NO. 03-53378 asw  
Chapter 7  
The Hon. Arthur S. Weissbrodt  
[No Hearing Required]

**APPLICATION FOR AUTHORITY TO EMPLOY COUNSEL**  
(Luce, Forward, Hamilton & Scripps, LLP)

Suzanne L. Decker, Trustee in Bankruptcy of the estate of the above-named Debtor  
("Applicant"), respectfully represents:

1. Applicant is the duly appointed, qualified and acting Trustee in Bankruptcy in this case.
2. Applicant desires to retain Luce, Forward, Hamilton & Scripps, LLP ("Proposed Counsel"), as her counsel in connection with all matters related to the above-referenced Chapter 7 proceeding, including, but not limited to:
  - a. Assist and advise the Trustee concerning investigation, collection and liquidation of potential assets of the estate;
  - b. Assist and advise the Trustee regarding any transfers which may be avoidable under the provisions of the Bankruptcy Code;

- 1 c. If the Trustee requests, assist the Trustee in the objection to claims; and  
2 d. Attend Court hearings related to the foregoing.

3 3. Applicant desires to retain Proposed Counsel on the basis of its expertise in bankruptcy  
4 law and believes that retention of counsel is necessary and would be in the best interests of the  
5 estate.

6 4. Proposed Counsel is a limited liability law partnership. To the best of Applicant's  
7 knowledge, Proposed Counsel has no connection with the debtor, creditors, or any other party in  
8 interest, their respective attorneys and accountants, the United States Trustee or any person  
9 employed in the Office of the United States Trustee, except as set forth in the Declaration in  
10 support of this application filed concurrently ("Declaration"). Proposed Counsel does not presently  
11 represent any interest adverse to the Trustee or to the estate in regard to matters with which it is to  
12 be employed and appointed, except as set forth in the Declaration. Proposed Counsel is a  
13 disinterested person.

14 5. Proposed Counsel generally charges on an hourly rate basis. The current rates charged  
15 by members of Proposed Counsel that are expected to render the majority of the services to  
16 Applicant are as follows:

<u>Name</u>		<u>Hourly Rate</u>
Michael A. Isaacs	MAI	\$375/hr.
Barry Milgrom	BM	\$375/hr.
Charles P. Maher	CPM	\$335/hr.
Sandi Meneely Colabianchi	SLM	\$235/hr.
Diana L. Donabedian	DLD	\$235/hr.
Nhung Le	NL	\$190/hr.
Julie A. Baird	JAB	\$160/hr.

22 In addition, hourly rates for other attorneys employed by Proposed Counsel range from \$475 for  
23 an attorney to \$95 for a paralegal. Proposed Counsel's rates are subject to change from time to  
24 time, but generally not more than once per year.

25 6. As a general rule, Proposed Counsel's billing practices are identical for bankruptcy and  
26 non-bankruptcy clients. The hourly rates on which Proposed Counsel bases its fees are generally  
27 the same for bankruptcy and non-bankruptcy clients but can be higher for non-court-appointed  
28




1 representations.

2 7. Proposed Counsel is in compliance with the Guidelines revised by the U.S. Bankruptcy  
3 Court. It does not charge for its word processing and incoming telecopy costs. Additionally,  
4 Proposed Counsel charges bankruptcy estates in this District \$0.20 per page for photocopying;  
5 other clients in Proposed Counsel's main office in San Diego (where there is a copy service) are  
6 charged \$0.15 per page for reimbursement of that expense. In some instances, Proposed Counsel  
7 assesses a charge on some out-of-pocket costs to reimburse it for administrative overhead expense;  
8 Proposed Counsel does not include such charges in bankruptcy fee applications. (Lexis and  
9 outgoing telecopy charges are billed on a pass through basis without mark-up or mark-down based  
10 on volume penalties or volume discounts that may be assessed by Lexis and which vary on a  
11 month-to-month basis.)

12 8. Attached is a chart of Proposed Counsel's ordinary expenses.

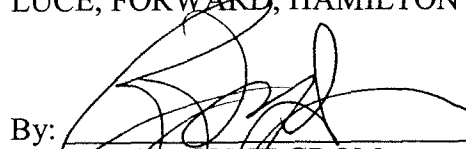
13 WHEREFORE, Applicant prays for an Order authorizing the employment of Luce,  
14 Forward, Hamilton & Scripps, LLP, as her counsel.

15  
16 DATED: July 10, 2003

  
SUZANNE L. DECKER  
Trustee in Bankruptcy of the Estate of Malibu  
Networks, Inc.

17  
18  
19 DATED: June 25, 2003

LUCE, FORWARD, HAMILTON & SCRIPPS LLP

20  
21 By:   
BARRY MILGROM  
Proposed Counsel for SUZANNE L. DECKER,  
Trustee in Bankruptcy of the Estate of Malibu  
Networks, Inc.

**Luce, Forward, Hamilton & Scripps, LLP**

**Ordinary Expense Costs**

Reproduction: .20 cents per page

Note: Infrequently, outside photocopy services are utilized for special projects. The expense will be noted in the fee Application.

Telecopy: Charges are billed for the telephone service. No charge for copies.\*

Telephone: Actual costs when billed.\*

Postage: Actual costs when billed.\*

Travel: Actual costs when billed.\*  
(.31 cents per mile)

Delivery: Actual costs when billed.\*

Computerized Search: Charges are billed on a pass through basis without mark-up or mark-down based on volume penalties or volume discounts that may be assessed by Lexis which vary on a month-to-month basis.

\*No administrative charges are added on for these services. Amounts indicate actual costs as billed by vendor.

84604

SUZANNE L. DECKER  
TRUSTEE IN BANKRUPTCY  
151 CALLEN AVENUE, #305  
SAN LEANDRO, CA 94577  
(510) 483-4334

**FILED**

JUL - 3 2003

CLERK

United States Bankruptcy Court  
San Jose, California

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

In re: MALIBU NETWORKS, INC.  
Debtor.

Case No.: 03-53378 ASW

ORDER AUTHORIZING TRUSTEE TO EMPLOY  
ACCOUNTANT

Suzanne L. Decker, Trustee herein, having applied to this Court for an  
Order authorizing her to employ an accountant, and good cause appearing,

IT IS HEREBY ORDERED that the trustee be and she is hereby authorized  
to employ Gabrielson and Company as accountant, on the terms and conditions  
set forth in her application on file herein, with no payments being made for  
services without notice and further order of this Court.

Dated:

7/3/03

  
Bankruptcy Judge



The Dow Chemical Company  
Midland, Michigan 48674

2030 Dow Center  
Midland, MI 48674

June 27, 2003

JUL 01 2003

United States Bankruptcy Court  
United States Courthouse  
Attn: Clerk of the Court  
280 South First Street  
Room 3035  
San Jose, CA 95113

Re: Malibu Networks, Inc.  
Case No.: 03-53378  
Judge: unknown

Dear Office of the Clerk:

With regard to the Malibu Networks, Inc., bankruptcy, please delete The Dow Chemical Company from the service list.

Thank you for your courtesy and cooperation in this matter.

Very truly yours,

Scott R. Pennock  
Attorney  
989/636-0452  
989/638-9393 fax

SRP/blk

cc: CFS

1 SUZANNE L. DECKER  
2 Trustee in Bankruptcy  
3 151 Callan Avenue, Suite 305  
4 San Leandro, California 94577

JUN 13 1993

5

4 UNITED STATES BANKRUPTCY COURT  
5 NORTHERN DISTRICT OF CALIFORNIA

6 In RE: ) Chapter 7  
7 ) Case No. 03-53378 ASW  
8 MALIBU NETWORKS, INC. )  
9 Debtor. ) APPLICATION FOR AUTHORITY  
AND DECLARATION

10 The Application of Suzanne L. Decker says:

11 1. Applicant is the duly appointed, qualified and acting trustee of the estate of  
12 the above named debtor which is proceeding under Chapter 7.

13 2. To perform her services as trustee, your applicant requires the services of a  
14 certified public accountant to perform accounting and tax services on behalf of the  
15 estate, including the following services:

16 (a) To review accounting and financial documentation, as necessary, in support  
17 of their preparation of all necessary federal and state income and payroll tax returns;

18 (b) To prepare financial, accounting and tax analyses as requested by trustee;

19 (c) To represent the estate's interest before the taxing authorities;

20 3. It is in the best interest of this estate and the economical administration  
21 thereof, that applicant be authorized to employ Gabrielson & Company as accountant  
22 for the estate.

23 4. Gabrielson & Company are duly licensed, certified public accountants  
24 authorized to practice in the jurisdiction of the above court. Gabrielson & Company  
25

26 PATENT

27 REEL: 025862 FRAME: 0286  
28

1 has special experience and qualifications in bankruptcy accounting and taxation to act  
2 as accountant for the estate.

3 5. To the best of applicant's knowledge, neither Gabrielson & Company nor  
4 any of its members or employees have any connection to the debtor, any creditor, the  
5 United States Trustee, or any other party of interest, their respective attorneys or  
6 accountants. Neither Gabrielson & Company nor any of its members or employees  
7 is a creditor or insider of the debtor or holds any interest adverse to the debtor.  
8

9 6. The normal hourly billing rate of Gabrielson & Company for professional  
10 bankruptcy accounting and tax services at this time is as follows:

- 11 • Michael Gabrielson, Principal \$197.00  
12

13 It is contemplated that the accountant will seek compensation for services based upon  
14 normal and usual hourly billing rates. It is further contemplated that said accountant  
15 may seek interim compensation as permitted by 11 U.S.C. Section 331.

16 7. As it appears from accountant's Declaration that the accountant does not  
17 hold or represent any interest adverse to the estate and accountant is a disinterested  
18 person within the meaning of 11 U.S.C. Section 101(14).  
19

20 8. WHEREFORE, your applicant prays that she be authorized to employ  
21 Gabrielson & Company as accountant for the estate to render the services described in  
22 the foregoing Application with compensation to be paid as an administrative expense  
23 in such amounts as this court may hereafter determine and allow.  
24

25  
26 Dated: June 20, 2003

27   
28 SUZANNE L. DECKER

## DECLARATION OF MICHAEL R. GABRIELSON

I, MICHAEL R. GABRIELSON, declare as follows:

1. I am a Certified Public Accountant duly authorized to practice in the State of California and I am qualified in the procedures needed to be performed as set forth in the trustee's application annexed hereto for the following reasons:

2. I and my associates have no connection with the debtor, any creditor, or any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed by the office of the U.S. Trustee.

3. To the best of my knowledge, information and belief, I and my associates do not hold any interest adverse to the estate and are disinterested persons within the meaning of 11 U.S.C. Section 101(14).

4. The application is eligible to serve as accountant for the estate and the trustee pursuant to the provisions of 11 U.S.C. Section 327(d).

5. Gabrielson & Company has read the trustee's application and agrees to accept said employment on the terms and conditions contained therein.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 19 day of June, 2003 at Moraga, California.

  
MICHAEL R. GABRIELSON

PROOF OF SERVICE BY MAIL

State of California  
County of Alameda

I am a citizen of the United States and a resident of the County of Alameda. I am over the age of eighteen (18) years and not a party to the within matter. My business address is 151 Callan Avenue, #305, San Leandro, California.

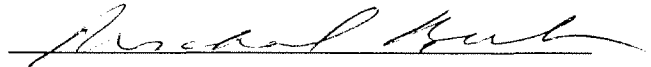
On June 20 2003 I served the following:

Application for Authority to Employ Accountant

on the parties in said action by placing a true copy thereof enclosed in a seal envelope with postage thereon fully prepaid, in the United States Post Office mailbox at San Leandro, California, addressed as follows:

Office of United States Trustee, 280 South First St., #268, San Jose, Ca. 95113

I declare under penalty of perjury that the foregoing is true and correct. Executed at San Leandro, California, this 20 day of June 2003







1 advance to Debtor under Schedule No. 1 to the EFA in the amount of \$197,408.80. A true and  
2 correct copy of Schedule No. 1, including the corresponding Equipment Schedule, is attached  
3 hereto as Exhibit "B."

4 D. Pursuant to the terms of the EFA, on or about October 1, 2001, Pentech made an  
5 advance to Debtor under Schedule No. 2 to the EFA in the amount of \$146,460.79. A true and  
6 correct copy of Schedule No. 2, including the corresponding Equipment Schedule, is attached  
7 hereto as Exhibit "C."

8 E. The Debtor has no equity in the Collateral, as the balance now due and owing  
9 from Debtor to Pentech exceeds the value of the Collateral.

10 F. Pursuant to the Stipulation, Pentech desires to obtain relief from the automatic  
11 stay of Section 362 of the Bankruptcy Code in order to take possession of and to sell or otherwise  
12 dispose of the Collateral.

13 NOW THEREFORE, IN VIEW OF THE FOREGOING, IT IS HEREBY STIPULATED,  
14 by and between the Trustee and Pentech, by and through their counsel of record herein as  
15 follows:

16 STIPULATION

17 1. Upon entry of an Order approving this Stipulation, the automatic stay of 11 U.S.C.  
18 §362 shall be immediately terminated, modified and annulled with respect to Pentech and the  
19 Collateral:

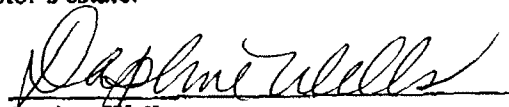
20 2. Effective immediately upon entry of an order approving this Stipulation, Pentech  
21 shall be granted relief from stay pursuant to Section 362 in order to exercise all of its rights and  
22 remedies pursuant to the EFA and under state law, including, but not limited to, taking  
23 possession of all of the Collateral and conducting private and/or public sales thereof;

24 3. Any order approving this Stipulation shall be without prejudice to Pentech  
25 asserting a claim against the Debtor's bankruptcy estate to the extent proceeds from any sale are  
26 less than the allowed amount of its claim;


27 4. Any order approving this Stipulation shall be without prejudice to Pentech filing a  
28

1 claim with Debtor's insurance carrier, as loss payee or additional insured, for missing or stolen  
2 equipment that is the subject of the EFA. Trustee agrees to assign to Pentech any rights the  
3 Debtor may have under such insurance policies, including the right to file an insurance claim for  
4 any Collateral that may be missing from Debtor's estate.

5  
6 Dated: 6-17-03

  
Daphne Wells  
Vice President & General Counsel  
PENTECH FINANCIAL SERVICES, INC

7  
8  
9 Dated: 6-17-03

  
Suzanne Decker  
Trustee for the Estate of Malibu Networks, Inc.,  
Debtor

**FILED**

JUN 19 2003

\*\*\*\*\*

**ORDER**

CLERK  
United States Bankruptcy Court  
San Jose, California

15 Based on the pleadings and documents filed herein, and good cause appearing therefor:

16 IT IS HEREBY ORDERED that:

- 17 1. The Stipulation for Relief from Automatic Stay is approved;
- 18 2. This Order shall be without prejudice to Pentech asserting a general unsecured
- 19 claim against the Debtor's bankruptcy estate for the unsecured portion of its claim; and
- 20 3. This Order shall be without prejudice to Pentech filing a claim with Debtor's
- 21 insurance carrier, as loss payee or additional insured, for missing or stolen equipment that is the
- 22 subject of the EFA. Trustee shall to assign to Pentech any rights the Debtor may have under such
- 23 insurance policies, including the right to file an insurance claim for any Collateral that may be
- 24 missing from Debtor's estate.

25  
26 Dated: 6/19/03

  
The Honorable Arthur S. Weissbrodt  
United States Bankruptcy Judge

27  
28  
STIPULATION FOR RELIEF FROM STAY - 3 -

PATENT

REEL: 025862 FRAME: 0292

ORIGINAL

**FILED**

JUN 6 2003

1 DAPHNE WELLS, ESQ. (Bar #98288)

2 General Counsel

3 Pentech Financial Services, Inc.

310 W. Hamilton Avenue, Suite 202

Campbell, CA 95008

4 Tel: 408-378-2000

5 Fax: 408-378-6978

6 Attorney for Creditor

PENTECH FINANCIAL SERVICES, INC.

CLERK  
United States Bankruptcy Court  
San Jose, California

8 UNITED STATES BANKRUPTCY COURT

9 NORTHERN DISTRICT OF CALIFORNIA

10 In re:

) Chapter 7

) Case No. 03-53378

ASW

11 MALIBU NETWORKS, INC., a California )

12 corporation, )

) **STIPULATION AND ORDER FOR**  
) **RELIEF FROM THE AUTOMATIC**  
) **STAY OF 11 U.S.C. SECTION 362**

13 Debtor. )

14  
15  
16  
17  
18 Pentech Financial Services, Inc. ("Pentech") and Suzanne Decker, trustee ("Trustee") of  
19 the Chapter 7 estate of Malibu Networks, Inc., ("Debtor") hereby enter into this Stipulation for  
20 Relief from the Automatic Stay based upon the following facts:  
21

22 RECITALS

23 A. On May 23, 2003, Debtor filed a voluntary petition under chapter 7 of the  
24 Bankruptcy Code. Trustee is the duly-appointed trustee of the Debtor's Chapter 7 estate.

25 B. On or about September 1, 2001, Debtor and Pentech entered into a Master  
26 Equipment Financing Agreement ("EFA") whereby Pentech agreed to finance certain personal  
27

1 property purchased by Debtor (the "Collateral"). A true and correct copy of the EFA is attached  
2 hereto as Exhibit "A."

3 C. Pursuant to the terms of the EFA, on or about October 1, 2001, Pentech made an  
4 advance to Debtor under Schedule No. 1 to the EFA in the amount of \$197,408.80. A true and  
5 correct copy of Schedule No. 1, including the corresponding Equipment Schedule, is attached  
6 hereto as Exhibit "B."

8 D. Pursuant to the terms of the EFA, on or about October 1, 2001, Pentech made an  
9 advance to Debtor under Schedule No. 2 to the EFA in the amount of \$146,460.79. A true and  
10 correct copy of Schedule No. 2, including the corresponding Equipment Schedule, is attached  
11 hereto as Exhibit "C."

13 E. The Debtor has no equity in the Collateral, as the balance now due and owing  
14 from Debtor to Pentech exceeds the value of the Collateral.

15 F. Pursuant to the Stipulation, Pentech desires to obtain relief from the automatic  
16 stay of Section 362 of the Bankruptcy Code in order to take possession of and to sell or  
17 otherwise dispose of the Collateral.

19 NOW THEREFORE, IN VIEW OF THE FOREGOING, IT IS HEREBY STIPULATED,  
20 by and between the Trustee and Pentech, by and through their counsel of record herein as  
21 follows:

22 STIPULATION

23 1. Upon entry of an Order approving this Stipulation, the automatic stay of 11  
24 U.S.C. §362 shall be immediately terminated, modified and annulled with respect to Pentech and  
25 the Collateral:  
26  
27  
28


1           2.       Effective immediately upon entry of an order approving this Stipulation, Pentech  
2 shall be granted relief from stay pursuant to Section 362 in order to exercise all of its rights and  
3 remedies pursuant to the EFA and under state law, including, but not limited to, taking  
4 possession of all of the Collateral and conducting private and/or public sales thereof;

5  
6           3.       Any order approving this Stipulation shall be without prejudice to Pentech  
7 asserting a claim against the Debtor's bankruptcy estate to the extent proceeds from any sale are  
8 less than the allowed amount of its claim;


9           4.       Any order approving this Stipulation shall be without prejudice to Pentech filing a  
10 claim with Debtor's insurance carrier, as loss payee or additional insured, for missing or stolen  
11 equipment that is the subject of the EFA. Trustee agrees to assign to Pentech any rights the  
12 Debtor may have under such insurance policies, including the right to file an insurance claim for  
13 any Collateral that may be missing from Debtor's estate.

14           5.       This Stipulation shall inure to the benefit of Pentech and shall be binding upon the  
15 Trustee, its assigns and successors, including any trustee appointed in any converted or  
16 superseding bankruptcy case, and shall be binding in this and in any subsequent bankruptcy  
17 proceeding.  
18  
19

20  
21 Dated: 6-5-02

  
Daphne Wells  
Vice President & General Counsel  
PENTECH FINANCIAL SERVICES, INC

22  
23  
24 Dated: 6-5-03

  
Suzanne Decker  
Trustee for the Estate of Malibu Networks, Inc.,  
Debtor

25  
26  
27 ///

\*\*\*\*\*

ORDER

Based on the pleadings and documents filed herein, and good cause appearing therefor:

IT IS HEREBY ORDERED that:

1. The Stipulation for Relief from Automatic Stay is approved;
2. This Order shall be without prejudice to Pentech asserting a general unsecured claim against the Debtor's bankruptcy estate for the unsecured portion of its claim; and
3. This Order shall be without prejudice to Pentech filing a claim with Debtor's insurance carrier, as loss payee or additional insured, for missing or stolen equipment that is the subject of the EFA. Trustee shall to assign to Pentech any rights the Debtor may have under such insurance policies, including the right to file an insurance claim for any Collateral that may be missing from Debtor's estate.
4. This Order shall inure to the benefit of Pentech and shall be binding upon the Trustee, the Debtor, their assigns and successors.

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

\_\_\_\_\_  
United States Bankruptcy Judge

*Not signed -  
Court has problem  
w/ binding persons not before  
the Court in "Any subsequent  
bankruptcy proceeding." Due  
process is the issue.  
ASW 6/14/03*

# PENTECH FINANCIAL SERVICES, INC.

## EQUIPMENT FINANCING AGREEMENT

EFA # 200941

THIS EQUIPMENT FINANCING AGREEMENT ("Agreement") with effective date of September 1, 2001 ("Effective Date"), is entered into by and between PENTECH FINANCIAL SERVICES, INC., a California corporation ("Secured Party") and MALIBU NETWORKS, INC., a California corporation ("Debtor").

1. **EQUIPMENT; SECURITY INTEREST.** The terms and conditions of this Agreement cover each item of machinery, equipment and other property (individually an "Item" or "Item of Equipment" and collectively the "Equipment") described in a schedule now or hereafter executed by the parties hereto and made a part hereof (individually a "Schedule" and collectively the "Schedules"). Debtor hereby grants Secured Party a security interest in and to all Debtor's right, title and interest in and to the Equipment under the Uniform Commercial Code, such grant with respect to an Item of Equipment to be as of Debtor's execution of a related equipment financing commitment referencing this Agreement or, if Debtor then has no interest in such Item, as of such subsequent time as Debtor acquires an interest in the Item. Such security interest is granted by Debtor to secure performance by Debtor of Debtor's obligations to Secured Party hereunder and under any other agreements under which Debtor has or may hereafter have obligations to Secured Party. Debtor will ensure that such security interest will be and remain a sole and valid first lien security interest subject only to the lien of current taxes and assessments not in default but only if such taxes are entitled to priority as a matter of law.

2. **DEBTOR'S OBLIGATIONS.** The obligations of Debtor under this Agreement respecting an Item of Equipment, except the obligation to pay installment payments with respect thereto which will commence as set forth in paragraph 3 below, commence upon the grant to Secured Party of a security interest in the Item. Debtor's obligations hereunder with respect to an Item of Equipment and Secured Party's security interest therein will continue until payment of all amounts due, and performance of all terms and conditions required, hereunder with respect thereto; provided, however, that if this Agreement is then in default said obligations and security interest will continue during the continuance of said default. Upon termination of Secured Party's security interest in an Item of Equipment, Secured Party will execute a release of interest with respect thereto.

3. **INSTALLMENT PAYMENTS AND OTHER PAYMENTS.** Debtor will repay advances Secured Party makes on account of the Equipment together with interest in installment payments in the amounts and at the times set forth in the Schedules, whether or not Secured Party has rendered an invoice therefor, at the office of Secured Party set forth at the foot hereof, or to such person and/or at such other place as Secured Party may from time to time designate on notice to Debtor. Any other amounts required to be paid Secured Party by Debtor hereunder are due upon Debtor's receipt of Secured Party's invoice therefor and will be payable as directed in the invoice. Payments under this Agreement may be applied to Debtor's then accrued obligations to Secured Party in such order as Secured Party may choose.

4. **NET AGREEMENT; NO OFFSET; SURVIVAL.** This Agreement is a net agreement, and Debtor will not be entitled to any abatement of installment payments or other payments due hereunder or any reduction thereof under any circumstances or for any reason whatsoever. Debtor hereby waives any and all existing and future claims, as offsets, against any installment payments or other payments due hereunder and agrees to pay the installment payments and other amounts due hereunder as and when due regardless of any offset or claim which may be asserted by Debtor or on its behalf. The obligations and liabilities of Debtor hereunder will survive the termination of this Agreement.

5. **FINANCING AGREEMENT.** THIS AGREEMENT IS SOLELY A FINANCING AGREEMENT. DEBTOR ACKNOWLEDGES THAT THE EQUIPMENT HAS OR WILL HAVE BEEN SELECTED AND ACQUIRED SOLELY BY DEBTOR FOR DEBTOR'S PURPOSES, THAT SECURED PARTY IS NOT AND WILL NOT BE THE VENDOR OF ANY EQUIPMENT AND THAT SECURED PARTY HAS NOT MADE AND WILL NOT MAKE ANY AGREEMENT, REPRESENTATION OR WARRANTY WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALIFICATION OR FITNESS FOR A PARTICULAR PURPOSE OR VALUE OF THE EQUIPMENT OR ANY OTHER MATTER WITH RESPECT THERETO IN ANY RESPECT WHATSOEVER.

6. **NO AGENCY.** DEBTOR ACKNOWLEDGES THAT NO AGENT OF THE MANUFACTURER OR OTHER SUPPLIER OF AN ITEM OF EQUIPMENT OR OF ANY FINANCIAL INTERMEDIARY IN CONNECTION WITH THIS AGREEMENT IS AN AGENT OF SECURED PARTY. SECURED PARTY IS NOT BOUND BY A REPRESENTATION OF ANY SUCH PARTY AND, AS CONTEMPLATED IN PARAGRAPH 27 BELOW, THE ENTIRE AGREEMENT OF SECURED PARTY AND DEBTOR CONCERNING THE FINANCING OF THE EQUIPMENT IS CONTAINED IN THIS AGREEMENT AS IT MAY BE AMENDED AS PROVIDED IN THAT PARAGRAPH.

7. **ACCEPTANCE.** Execution by Debtor and Secured Party of a Schedule covering the Equipment or any Items thereof will conclusively establish that such Equipment has been included under and will be subject to all the terms and conditions of this Agreement. If Debtor has not furnished Secured Party with a Schedule by the earlier of fourteen (14) days after receipt thereof or expiration of the commitment period set forth in the applicable equipment financing commitment, Secured Party may terminate its obligation to advance funds as to the applicable Equipment.



8. **LOCATION; INSPECTION; US.** Debtor will keep and not remove from the United States, as appropriate, each Item of Equipment in Debtor's possession and control at the Equipment Location designated in the applicable Schedule, or at such other location to which such Item of Equipment may have been moved with the prior written consent of Secured Party, which consent will not be unreasonably withheld. Whenever requested by Secured Party, Debtor will advise Secured Party as to the exact location of an Item of Equipment. Secured Party will have the right to inspect the Equipment and observe its use upon reasonable notice, during normal business hours and to enter into and upon the premises where the Equipment may be located for such purpose. The Equipment will at all times be used solely for commercial or business purposes and operated in a careful and proper manner and in compliance with all applicable laws, ordinances, rules and regulations, all conditions and requirements of the policy or policies of insurance required to be carried by Debtor under the terms of this Agreement and all manufacturer's instructions and warranty requirements. Any modifications or additions to the Equipment required by any such governmental edict or insurance policy will be promptly made by Debtor.

9. **ALTERATIONS; SECURITY INTEREST COVERAGE.** Without the prior written consent of Secured Party, Debtor will not make any alterations, additions or improvements to any Item of Equipment which detract from its economic value or functional utility, except as may be required pursuant to paragraph 8 above. Secured Party's security interest in the Equipment will include all modifications and additions thereto and replacements and substitutions therefor, in whole or in part. Such reference to replacements and substitutions will not grant Debtor greater rights to replace or substitute than are provided in paragraph 11 below or as may be allowed upon the prior written consent of Secured Party.

10. **MAINTENANCE.** Debtor will maintain the Equipment in good repair, condition and working order. Debtor also will cause each Item of Equipment for which a service contract is generally available to be covered by such a contract, which provides coverages typical as to property of the type involved and is issued by a competent servicing entity.

11. **LOSS AND DAMAGE; CASUALTY VALUE.** In the event of the loss of, theft of, requisition of, damage to or destruction of an Item of Equipment ("Casualty Occurrence") Debtor will give Secured Party prompt notice thereof and will thereafter place such Item in good repair, condition and working order; provided, however, that if such Item is determined by Secured Party to be lost, stolen, destroyed or damaged beyond repair, is requisitioned or suffers a constructive total loss as defined in any applicable insurance policy carried by Debtor in accordance with paragraph 14 below, Debtor, at its option, will (a) replace the Item with like equipment in good repair, condition and working order whereupon such replacement equipment will be deemed such Item for all purposes hereof or (b) pay Secured Party the "Casualty Value" of such Item which will equal the total of (i) all installment payments and other amounts due from Debtor to Secured Party at the time of such payment and (ii) each future installment payment due with respect to such Item with each such payment, including the final payment discounted at eight percent (8%) per annum simple interest from the date due to the date of such payment. The discounting contemplated in this paragraph will be in accordance with the *Financial Compound Interest and Annuity Tables, Sixth Edition* published by the Financial Publishing Company. Upon such replacement or payment, as appropriate, this Agreement and Secured Party's security interest will terminate with, and only with, respect to the Item of Equipment so replaced or as to which such payment is made in accordance with paragraph 2 above.

12. **TITLING; REGISTRATION.** Each Item of Equipment subject to title registration laws will at all times be titled and/or registered by Debtor as Secured Party's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the Equipment in such manner and in such jurisdiction or jurisdictions as Secured Party directs. Debtor will promptly notify Secured Party of any necessary or advisable retitling and/or reregistration of an Item of Equipment in a jurisdiction other than one in which such Item is then titled and/or registered. Any and all documents of title will be furnished or caused to be furnished Secured Party by Debtor within sixty (60) days of the date any titling or registering or retitling or reregistering, as appropriate, is directed by Secured Party.

13. **TAXES.** Debtor will make all filings as to and pay when due all personal property and other ad valorem taxes and all other taxes, fees, charges and assessments based on the ownership or use of the Equipment and will pay as directed by Secured Party or reimburse Secured Party for all applicable taxes, including, but not limited to, gross receipts taxes (exclusive of federal and state taxes based on Secured Party's net income, unless such net income taxes are in substitution for or relieve Debtor from any taxes which Debtor would otherwise be obligated to pay under the terms of this paragraph 13), fees, charges and assessments whatsoever, however designated, whether based on the installment payments or other amounts due hereunder, levied, assessed or imposed upon the Equipment, now or hereafter levied, assessed or imposed under the authority of a federal, state or local taxing jurisdiction, regardless of when and by whom payable. Filings with respect to such other amounts will, at Secured Party's option, be made by Secured Party or by Debtor as directed by Secured Party.

14. **INSURANCE.** Debtor will procure and continuously maintain all risk insurance against loss of or damage to the Equipment from any cause whatsoever for not less than the full replacement value thereof naming Secured Party as Loss Payee. Such insurance must be in a form and with companies approved by Secured Party, must provide at least thirty (30) days advance written notice to Secured Party of cancellation, change or modification in any term, condition or amount of protection provided therein, must provide full breach of warranty protection and must provide that the coverage is "primary coverage" (does not require contribution from any other applicable coverage). Debtor will provide Secured Party with an original policy or certificate evidencing such insurance. In the event of an assignment of this Agreement by Secured Party of which Debtor has notice, Debtor will cause such insurance to provide the same protection to the assignee as its interest may appear. The proceeds of such insurance, at the option of Secured Party or such assignee, as appropriate, will be applied toward (a) the repair or replacement of the appropriate Item or Items of Equipment, (b) payment of the Casualty Value thereof or (c) payment of, or as provision for, satisfaction of any other accrued obligations of Debtor hereunder. Debtor hereby appoints Secured Party as Debtor's attorney-in-fact with full power and authority to do all things, including, but not limited to, making claims, receiving payments and endorsing documents, checks or drafts, necessary to secure payments due under any policy contemplated hereby on account of a Casualty Occurrence. Debtor and Secured Party contemplate that the jurisdictions where the Equipment will be located will not impose any liability upon Secured Party for personal injury and/or

property damage resulting out of the possession, use, operation or condition of the Equipment. In the event Secured Party determines that such is not or may not be the case with respect to a given jurisdiction, Debtor will provide Secured Party with public liability and property damage coverage applicable to the Equipment in such amounts and in such form as Secured Party requires.

**15. SECURED PARTY'S PAYMENT.** If Debtor fails to pay any amounts due hereunder or to perform any of its other obligations under this Agreement, Secured Party may, at its option, but without any obligation to do so, pay such amounts or perform such obligations, and Debtor will reimburse Secured Party the amount of such payment or cost of such performance.

**16. INDEMNITY.** Debtor does hereby assume liability for and does agree to indemnify, defend, protect, save and keep harmless Secured Party from and against any and all third party liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including court costs and legal expenses, of whatever kind and nature, imposed on, incurred by or asserted against Secured Party (whether or not also indemnified against by any other person) in any way relating to or arising out of this Agreement or the manufacture, financing, ownership, delivery, possession, use, operation, condition or disposition of the Equipment by Secured Party or Debtor, including, without limitation, any claim alleging latent and other defects, whether or not discoverable by Secured Party or Debtor, and any other claim arising out of strict liability in tort, whether or not in either instance relating to an event occurring while Debtor remains obligated under this Agreement, and any claim for patent, trademark or copyright infringement; provided, however, that this indemnification shall not apply to any of the foregoing incurred solely as the result of such Secured Party's gross negligence or willful misconduct. Debtor agrees to give Secured Party and Secured Party agrees to give Debtor notice of any claim or liability hereby indemnified against promptly following learning thereof.

**17. DEFAULT.** Any of the following will constitute an Event of Default hereunder: (a) Debtor's failure to pay when due any installment payment or other amount due hereunder, which failure continues for five (5) days after the due date thereof; (b) Debtor's default in performing any other obligation, term or condition of this Agreement or any other agreement between Debtor and Secured Party or default under any further agreement providing security for the performance by Debtor of its obligations hereunder, provided such default has continued for more than twenty (20) days, except as provided in (c) and (d) hereinbelow, or, without limiting the generality of subparagraph (1) hereinbelow, default under any lease or any mortgage or other instrument contemplating the provision of financial accommodation applicable to the real estate where an Item of Equipment is located; (c) any writ or order of attachment or execution or other legal process being levied on or charged against any Item of Equipment and not being released or satisfied within ten (10) days; (d) Debtor's failure to comply with its obligations under paragraph 14 above or any transfer by Debtor in violation of paragraph 21 below; (e) a non-appealable judgment for the payment of money in excess of \$100,000 being rendered by a court of record against Debtor which Debtor does not discharge or make provision for discharge in accordance with the terms thereof within ninety (90) days from the date of entry thereof and which is not covered by insurance; (f) the filing by Debtor of a petition under the Bankruptcy Act or any amendment thereto or under any other insolvency law or law providing for the relief of debtors, including, without limitation, a petition for reorganization, arrangement or extension, or the commission by Debtor of an act of bankruptcy; (g) the filing against Debtor of any such petition not dismissed or permanently stayed within thirty (30) days of the filing thereof; (h) the voluntary or involuntary making of an assignment of substantial portion of its assets by Debtor for the benefit of creditors, appointment of a receiver or trustee for Debtor or for any of Debtor's assets, institution by or against Debtor or any other type of insolvency proceeding (under the Bankruptcy Code or otherwise) or of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Debtor, Debtor's cessation of business activities or the making by Debtor of a transfer of all or a material portion of Debtor's assets or inventory not in the ordinary course of business; (i) the occurrence of any event described in parts (e), (f), (g) or (h) hereinabove with respect to any guarantor or other party liable for payment or performance of this Agreement; (j) any certificate, statement, representation, warranty or audit heretofore or hereafter furnished with respect hereto by or on behalf of Debtor or any guarantor or other party liable for payment or performance of this Agreement proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified or having omitted any substantial contingent or unliquidated liability or claim against Debtor or any such guarantor or other party; (k) breach by Debtor of any lease or agreement providing financial accommodation under which Debtor or its property is bound or (l) a transfer of effective control of Debtor, if an organization.

**18. REMEDIES.** Upon the occurrence and continuance of an Event of Default, Secured Party will have the rights, options, duties and remedies of a secured party, and Debtor will have the rights and duties of a debtor, under the Uniform Commercial Code (regardless of whether such Code or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted) and, without limiting the foregoing, Secured Party may exercise any one or more of the following remedies: (a) declare the Casualty Value or such lesser amount as may be set by law immediately due and payable with respect to any or all Items of Equipment without notice or demand to Debtor; (b) sue from time to time for and recover all installment payments and other payments then accrued and which accrue during the pendency of such action with respect to any or all Items of Equipment together with Secured Party's collection costs paid third parties relevant to the collection thereof and interest on such unpaid installment or other amount at the rate of eighteen percent (18%) per annum, or at such greater or lesser contract rate as may be applicable up to the maximum amount permitted by law, computed from the date due to the date paid; (c) take possession of and, if deemed appropriate, render unusable any or all Items of Equipment, without demand or notice, wherever same may be located, without any court order or other process of law and without liability for any damages occasioned by such taking of possession and remove, keep and store the same or use and operate or lease the same until sold; (d) require Debtor to assemble any or all Items of Equipment at the Equipment Location therefor, such location to which such Equipment may have been moved with the written consent of Secured Party or such other location in reasonable proximity to either of the foregoing as Secured Party designates; (e) upon ten days notice to Debtor or such other notice as may be required by law, sell or otherwise dispose of any Item of Equipment, whether or not in Secured Party's possession, in a commercially reasonable manner at public or private sale at any place deemed appropriate and apply the net proceeds of such sale, after deducting all costs of such sale, including, but not limited to, costs of transportation, repossession, storage, refurbishing, advertising and broker's fees, to the obligations of Debtor to Secured Party hereunder or otherwise, with Debtor remaining liable for any deficiency and with any excess being returned to Debtor; (f) upon thirty (30) days notice to Debtor, retain

any repossessed or assembled Items or equipment as Secured Party's own property in full satisfaction of Debtor's liability for the installment payments due hereunder with respect thereto, provided that Debtor will have the right to redeem such Items by payment in full of its obligations to Secured Party hereunder or otherwise or to require Secured Party to sell or otherwise dispose of such Items in the manner set forth in subparagraph (e) hereinabove upon notice to Secured Party within such thirty (30) day period or (g) utilize any other remedy available to Secured Party under the Uniform Commercial Code or similar provision of law or otherwise at law or in equity.

No right or remedy conferred herein is exclusive of any other right or remedy conferred herein or by law; but all such remedies are cumulative of every other right or remedy conferred hereunder or at law or in equity, by statute or otherwise, and may be exercised concurrently or separately from time to time. Any sale contemplated by subparagraph (e) of this paragraph 18 may be adjourned from time to time by announcement at the time and place appointed for such sale, or for any such adjourned sale, without further published notice, and Secured Party may bid and become the purchaser at any such sale. Any sale of an Item of Equipment, whether under said subparagraph or by virtue of judicial proceedings, will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Debtor in and to said Item and will be a perpetual bar to any claim against such Item, both at law and in equity, against Debtor and all persons claiming by, through or under Debtor.

**19. DISCONTINUANCE OF REMEDIES.** If Secured Party proceeds to enforce any right under this Agreement and such proceedings are discontinued or abandoned for any reason or are determined adversely, then and in every such case Debtor and Secured Party will be restored to their former positions and rights thereunder.

**20. SECURED PARTY'S EXPENSES.** Debtor will pay Secured Party all costs and expenses, including reasonable attorney's fees and court costs and sales costs not offset against sales proceeds under paragraph 18 above, incurred by Secured Party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof. This obligation includes the payment or reimbursement of all such amounts whether an action is ultimately filed and whether an action filed is ultimately dismissed.

**21. ASSIGNMENT.** Without the prior written consent of Secured Party, which consent will not be unreasonably withheld, Debtor will not sell, lease, pledge or hypothecate, except as provided in this Agreement, an Item of Equipment or any interest therein or assign, transfer, pledge or hypothecate this Agreement or any interest in this Agreement or permit the Equipment to be subject to any lien, charge or encumbrance of any nature except the security interest of Secured Party contemplated hereby. Debtor's interest herein is not assignable and will not be assigned or transferred by operation of law. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by Debtor or any person.

All rights of Secured Party hereunder may be assigned pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to Debtor but always, however, subject to the rights of Debtor under this Agreement. If Debtor is given notice of any such assignment, Debtor will acknowledge receipt thereof in writing. In the event Secured Party assigns this Agreement or the installment payments due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by Secured Party hereunder or pursuant to any other agreement between Secured Party and Debtor, should there be one, will excuse performance by Debtor of any provision hereof, it being understood that in the event of such default or breach by Secured Party that Debtor will pursue any rights on account thereof solely against Secured Party. No such assignee, unless such assignee agrees in writing, will be obligated to perform any duty, covenant or condition required to be performed by Secured Party in connection with this Agreement.

Subject always to the foregoing, this Agreement insures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

**22. MARKINGS; PERSONAL PROPERTY.** If Secured Party supplies Debtor with labels, plates, decals or other markings stating that Secured Party has an interest in the Equipment, Debtor will affix and keep the same prominently displayed on the Equipment or will otherwise make the Equipment or its then location or locations, as appropriate, at Secured Party's request to indicate Secured Party's security interest in the Equipment. The Equipment is, and at all times will remain, personal property notwithstanding that the Equipment or any Item thereof may now be, or hereafter become, in any manner affixed or attached to, or embedded in, or permanently resting upon real property or any improvement thereof or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise. If requested by Secured Party, Debtor will obtain and deliver to Secured Party waivers of interest or liens in recordable form satisfactory to Secured Party from all persons claiming any interest in the real property on which an Item of Equipment is or is to be installed or located.

**23. LATE CHARGE.** If Debtor fails to pay any installment payment or any other sum to be paid by Debtor to Secured Party when due, Debtor will pay to Secured Party a late charge equal to 5% of the installment payment.

**24. NON-WAIVER.** No covenant or condition of this Agreement can be waived except by the written consent of Secured Party. Forbearance or indulgence by Secured Party in regard to any breach hereunder will not constitute a waiver of the related covenant or condition to be performed by Debtor.

**25. ADDITIONAL DOCUMENTS.** In connection with and in order to perfect and evidence the security interest in the Equipment granted Secured Party hereunder Debtor will execute and deliver to Secured Party such financing statements and similar documents as Secured Party requests. Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, to make filings of such financing statements without Debtor's signature. Debtor further will furnish Secured Party (a) a fiscal year end financial statement including balance sheet and profit and loss statement within one hundred twenty (120) days of the close of each fiscal year, (b) any other financial information normally

# PENTECH FINANCIAL SERVICES, INC.

SCHEDULE NO. 1 TO EQUIPMENT FINANCING AGREEMENT NO. 200941  
BETWEEN **PENTECH FINANCIAL SERVICES, INC.**, SECURED PARTY,  
AND **MALIBU NETWORKS, INC.**, DEBTOR,  
WITH EFFECTIVE DATE OF **September 1, 2001**

SECURED PARTY AND DEBTOR HEREBY ACKNOWLEDGE THAT THE ITEMS OF EQUIPMENT DESCRIBED IN THIS SCHEDULE ARE COVERED BY THE EQUIPMENT FINANCING AGREEMENT ("THE AGREEMENT") AND THAT THE FOLLOWING IS A DESCRIPTION OF SAID ITEMS, THE ADVANCE AMOUNT ON ACCOUNT THEREOF, THE INSTALLMENT PAYMENTS APPLICABLE THERETO, THE EQUIPMENT LOCATION, AND IF SPECIFIED, CERTAIN FURTHER RELATED INFORMATION.

1. Equipment Description: as more fully described on Equipment Schedule Exhibit A
2. Advance Amount: **\$197,408.80**
3. Monthly Rate Factor used: 3.14 %
4. Installment Payments: Except as otherwise provided in the Agreement or in this Schedule, the Advance Amount will be repaid in installments commencing **September 1, 2001** as follows:  
  
36 consecutive installments of **\$6,198.64** each, payable monthly in advance, plus a final payment of **\$23,689.06**. First and last payment(s) are due upon execution hereof.
5. Equipment Location: Per attached Equipment Schedule Exhibit A.
6. Other Provisions: None

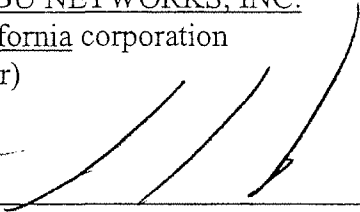
ACCEPTED and APPROVED on **September 1, 2001** as Schedule 1 to and made a part of the Agreement.

PENTECH FINANCIAL SERVICES, INC.  
A California corporation,  
(Secured Party)

By:   
Norman H. Nelson  
Title: President & COO

Address: 310 West Hamilton Avenue, Suite 202  
Campbell, Ca 95008

MALIBU NETWORKS, INC.  
A California corporation  
(Debtor)

By:   
Title: VP FINANCE

Address: 26637 WEST AGOURA ROAD  
CALABASAS, CA 913021959

**AMENDMENT TO EQUIPMENT FINANCING AGREEMENT 200941  
SCHEDULE NO. 1 TO EFA**

This Amendment (the "Amendment"), effective as of October 18, 2001 ("Effective Date"), is to Schedule No. 1 of Equipment Financing Agreement No. 200941, dated September 1, 2001 (the "Schedule"), by and between Pentech Financial Services, Inc., a California corporation ("Lessor") and Malibu Networks, Inc., a California corporation ("Lessee"). This Amendment shall amend and modify the terms and conditions of the Schedule, and, to the extent that any of the terms and conditions of this Amendment conflict with the terms and conditions set forth in the Schedule, the terms and conditions of this Amendment shall control. Except as expressly modified herein, all terms and conditions of the Schedule are confirmed as contained therein.

1. **Commencement Date.** The Commencement Date of the Schedule is hereby amended to be October 1, 2001, and the Expiration Date is hereby amended to be September 30, 2004.

2. **Payment Schedule.** Section 4 is hereby amended to provide that the First Rent Payment Date is October 1, 2001, with subsequent rental payments commencing November 1, 2001, and continuing thereafter to and including September 1, 2004.

Executed on October 19 2001.

**PENTECH FINANCIAL SERVICES, INC.**

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

Norman H. Nelson  
President & COO

**MALIBU NETWORKS, INC.**

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

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

Title: \_\_\_\_\_

ANDREW A SKRUPC  
VP FINANCE

Vendor Name	Inv date	Inv #	qty	Item/part #	Description	Serial #	Hard	Inv Total	Location
Dell Marketing L.P.	03/09/01	534409255	2	220-3641	Latitude C600, 750MHz, Pentium III with 14.1" TFT, English Together with all attachments, accessories, & inclusions per invoice	1GW1G01 2GW1G01	6,203.52	6,203.52 ✓	26637 West Agoura Rd Calabasas, CA 91302
Haworth, Inc.	03/16/01	11054068			HAWORTH OFFICE CUBICLES Together with all attachments, accessories, & inclusions per invoice		42,550.72		26637 West Agoura Rd Calabasas, CA 91302
Haworth, Inc.	03/16/01	11054068			10% of furniture value considered soft cost		4,255.07	38,295.65 ✓	26637 West Agoura Rd Calabasas, CA 91302
Haworth, Inc.	03/16/01	11053722			HAWORTH OFFICE CUBICLES Together with all attachments, accessories, & inclusions per invoice		4,125.12		26637 West Agoura Rd Calabasas, CA 91302
Haworth, Inc.	03/16/01	11053722			10% of furniture value considered soft cost		412.51	3,712.61 ✓	26637 West Agoura Rd Calabasas, CA 91302
Dell Marketing L.P.	03/21/01	542866314	2	320-6604	Dell P1110, 21"(19.8" VIS) Monitor, Gigabays, Customer Install		1,726.08	1,726.08 ✓	26637 West Agoura Rd Calabasas, CA 91302
CDW Computer Centers	04/03/01	DN29043	1	276043	SONY R505TEK 77/50 15GB 128MB	S013300428 6	2,394.00	2,394.00 ✓	26637 West Agoura Rd Calabasas, CA 91302
DataTran Network Systems	04/03/01	9819	1	MCS-7835-1000	Cisco Media Convergence Server 7835 Together with all attachments, accessories, & inclusions per invoice		10,217.00		1035 Suncast Lane Ste 130 El Dorado Hills, CA 95762
DataTran Network Systems	04/03/01	9819	2	cp-7910	Cisco IP phone 7910, Bid Set (including user license)		414.00		1035 Suncast Lane Ste 130 El Dorado Hills, CA 95762
DataTran Network Systems	04/03/01	9819	2	cp-pwr-cube=	Cisco IP phone power transformer for 7900 series phone		64.00		1035 Suncast Lane Ste 130 El Dorado Hills, CA 95762
DataTran Network Systems	04/03/01	9819	2	cp-pwr-cord-na=	Cisco 7900 Series Transformer Power Cord		14.00		1035 Suncast Lane Ste 130 El Dorado Hills, CA 95762
DataTran Network Systems	04/03/01	9819	1	cag-vg200	Cisco VoIP Voice Gateway		697.00		1035 Suncast Lane Ste 130 El Dorado Hills, CA 95762
DataTran Network Systems	04/03/01	9819	1	nm-2v=	Cisco Two slot voice/fax network module		1,190.00		1035 Suncast Lane Ste 130 El Dorado Hills, CA 95762
DataTran Network Systems	04/03/01	9819	2	vic-2fxo=	Cisco Two port voice interface card FXO		560.00		1035 Suncast Lane Ste 130 El Dorado Hills, CA 95762
DataTran Network Systems	04/03/01	9819	1	on-snt-mcs-	8x5xNBD Svc, Cisco Media Convergence Server 7835		2,520.00		1035 Suncast Lane Ste 130 El Dorado Hills, CA 95762
DataTran Network Systems	04/03/01	9819	2	con-snt-7910	8x5xNBD Svc, Cisco IP Phone 7910		22.00	15,698.00	1035 Suncast Lane Ste 130 El Dorado Hills, CA 95762
CDW Computer Centers	04/04/01	DN57753	2	205643	205643 CPQ 18GB Plug Ultra3 1" 10K		1,196.00		26637 West Agoura Rd Calabasas, CA 91302

PATENT

REEL: 025862 FRAME: 0303

01/12/01

PENTECH FINANCIAL SERVICES INC.  
310 WEST HAMILTON AVENUE SUITE 202  
CAMPBELL, CA 95008  
408.378.2000

EQUIPMENT SCHEDULE  
EXHIBIT A

Attachment to Supplement 001, dated September 1, 2001, to Equipment Financing Agreement No. 200941 between Pentech Financial Services, Inc., as Secured Party, and Malibu Networks, Inc., as Debtor, with effective date of September 1, 2001.

Vendor Name	Inv date	Inv #	qty	Item/part #	Description	Serial #	Hard	Inv Total	Location
Dell Marketing L.P.	01/28/01	510099393	1	220-7111	1.0GB (133MHzFSB), PIII Precision420, MiniTower, w/Integrated 3Com, Fast, XL 10/100 mb/s Together with all attachments, accessories, & inclusions per invoice	GLJFC01	4,785.88	4,785.88 ✓	26637 West Agoura Rd Calabasas, CA 91302
Dell Marketing L.P.	01/30/01	510973597	1	220-6077	Inspiron 8000, 700 MHz, Pentium III, 14.1" Together with all attachments, accessories, & inclusions per invoice	J3BKC01	2,565.04	2,565.04 ✓	26637 West Agoura Rd Calabasas, CA 91302
Dell Marketing L.P.	01/30/01	511102618	3	220-7467	Dimension 4100 Series, Pentium III Processor at 933 MHz Together with all attachments, accessories, & inclusions per invoice	FCBMC01 JCBMC01 5DBMC01	8,466.00	8,466.00 ✓✓✓	950 E. Campbell Ave Campbell, CA 95008
Dell Marketing L.P.	01/30/01	511094799	3	220-7467	Dimension 4100 Series, Pentium III Processor at 933 MHz Together with all attachments, accessories, & inclusions per invoice	BCBMC01 HCBMC01 3DBMC01	8,466.00	8,466.00 ✓	1035 Suncast Ln, Ste 130 El Dorado Hills, CA 95762
Marketing L.P.	01/30/01	511098121	5	220-7467	Dimension 4100 Series, Pentium III Processor at 933 MHz Together with all attachments, accessories, & inclusions per invoice	GKBMC01 3LBMC01 6LBMC01 CLBMC01 1MBMC01	14,110.00	14,110.00 ✓✓✓✓✓	26637 West Agoura Rd Calabasas, CA 91302
Dell Marketing L.P.	01/30/01	511455230	1	220-8933	933MHz (133MHzFSB), PIII, Xeon, Dell Precision 620, MiniTower Together with all attachments, accessories, & inclusions per invoice	34YKC01	6,906.00	6,906.00 ✓	26637 West Agoura Rd Calabasas, CA 91302
Dell Marketing L.P.	03/07/01	534419502	1	310-4569	C/Port2 Advanced Port Replicator w/Monitor Stand for Dell Latitude C-Series		239.04	239.04 ✓	1035 Suncast Ln, Ste 130 El Dorado Hills, CA 95762

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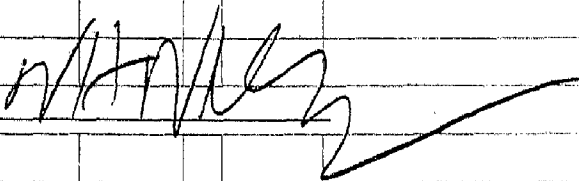
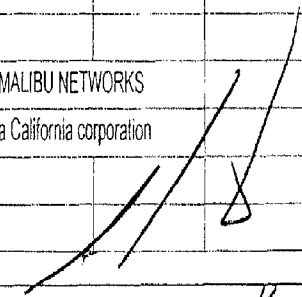
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Vendor Name	Inv date	Inv #	qty	item/part #	Description	Serial #	Hard	Inv Total	Location
CDW Computer Centers	04/04/01	DN57753	1	204663	204663 CPQ 256mb reg sdram dimm 133mhz		500.00 ✓	soft	26637 West Agoura Rd Calabasas, CA 91302
CDW Computer Centers	04/04/01	DN57753	1	204697	204697 CPQ Proliant ML350 IN/EXT68 SC		55.00 ✓	soft	26637 West Agoura Rd Calabasas, CA 91302
CDW Computer Centers	04/04/01	DN57753	2	141956	141956 NetGear 8PT 10/100 SWITCH FS10	FS18E1112 2447 FS18E1112 2450	166.00 ✓	1,917.00	26637 West Agoura Rd Calabasas, CA 91302
CDW Computer Centers	04/05/01	DN77379	1	234046	234046 CPQ Proliant ML350 7/800 W/MEM Together with all attachments, accessories, & inclusions per invoice	D110FDS1K 080	1,910.00 ✓	1,910.00	26637 West Agoura Rd Calabasas, CA 91302
Dell Marketing L.P.	04/06/01	552414534	2	425575	Belkin BusStation USB 7 Port Modular Expansion Hub F5U100		141.98 ✓		26637 West Agoura Rd Calabasas, CA 91302
Dell Marketing L.P.	04/06/01	552414534	2	519171	Back-UPS 500 BK500MC		247.58 ✓		26637 West Agoura Rd Calabasas, CA 91302
Dell Marketing L.P.	04/06/01	552414534	2	939562-4	Palm m100 3C80700U		285.98 ✓		26637 West Agoura Rd Calabasas, CA 91302
Dell Marketing L.P.	04/06/01	552414534			SN#3055585 SN#B0J01CD01249 SN#B0J01CN023EF SN#P13E0000			675.54 ✓	26637 West Agoura Rd Calabasas, CA 91302
IXIA	04/06/01	004686	1	IXIA 400	4 Slot Chassis incl: PC & ixExplorer Software		6,750.00 ✓		1035 Suncast Lane, Ste 130 El Dorado Hills, CA 95762
IXIA	04/06/01	004686	1	LM100TX	4-Port Multilayer 10/100 TX Ethernet Load Module		7,200.00 ✓		1035 Suncast Lane, Ste 130 El Dorado Hills, CA 95762
IXIA	04/06/01	004686	3	LM100TX	4-Port Multilayer 10/100 TX Ethernet Load Module		21,600.00 ✓	35,550.00 ✓	1035 Suncast Lane, Ste 130 El Dorado Hills, CA 95762
Sigma Systems	04/27/01	12979	1		M170MM-C4 Temperature Chamber w/controller Chamber sn 8121, Controller sn 4-3694 Together with all attachments, accessories, & inclusions per invoice		21,620.00 ✓		26637 West Agoura Rd Calabasas, CA 91302
Sigma Systems	04/27/01	12979	1		Transformer		60.00 ✓	21,680.00 ✓	26637 West Agoura Rd Calabasas, CA 91302
Agilent Technologies	04/30/01	RK81867	1	E4404B	ESA-E 9kHz-6.7GHz SPECTRUM ANALYZER	US 41061159	20,127.50		26637 West Agoura Rd Calabasas, CA 91302
Agilent Technologies	04/30/01	RK81867	1	1D5	HIGH STABILITY FREQUENCY REFERENCE	US4106115 9	1,503.50		26637 West Agoura Rd Calabasas, CA 91302
Agilent Technologies	04/30/01	RK81867	1	226	PHASE NOISE MEASUREMENT PERSONALITY	US4106115 9	800.25		26637 West Agoura Rd Calabasas, CA 91302





Vendor Name	Inv date	Inv #	qty	Item/part #	Description	Serial #	Hard	Inv Total	Location
Agilent Technologies	04/30/01	RK81867	1	A4H	GPIB AND CENTRONICS INTERFACES	US4106115 9	300.70		26637 West Agoura Rd Calabasas, CA 91302
Agilent Technologies	04/30/01	RK81867	1	AXT	ADD TRANSIT CASE	US4106115 9	970.00		26637 West Agoura Rd Calabasas, CA 91302
Agilent Technologies	04/30/01	RK81867	1	AYX	FAST TIME DOMAIN SWEEP	US4106115 9	1,091.25		26637 West Agoura Rd Calabasas, CA 91302
Agilent Technologies	04/30/01	RK81867	1	B72	INCREASE MEMORY TO 16B	US4106115 9	499.55	25,292.75	26637 West Agoura Rd Calabasas, CA 91302
Deliverus Network, Inc.	04/30/01	40125	1	A27-ULD1-9T-1	ULTRA 80 Together with all attachments, accessories, & inclusions per invoice		18,750.00	18,750.00	26637 West Agoura Rd Calabasas, CA 91302
							219,343.11	219,343.11	
						90% of hard costs	197,408.80		
This Exhibit "A" is attached to and part of Schedule 001 and constitutes a true and accurate description of the equipment.									
SECURED PARTY:	PENTECH FINANCIAL SERVICES, INC. a California corporation					DEBTOR:	MALIBU NETWORKS a California corporation		
By:						By:			
Name:	Norman H. Nelson					Name:	ANDREW A KORYAN		
Title:	President & COO					Title:	VP FINANCE		

# PENTECH FINANCIAL SERVICES, INC.

SCHEDULE NO. 2 TO EQUIPMENT FINANCING AGREEMENT NO. 200941  
BETWEEN PENTECH FINANCIAL SERVICES, INC., SECURED PARTY,  
AND MALIBU NETWORKS, INC., DEBTOR,  
WITH EFFECTIVE DATE OF September 1, 2001


SECURED PARTY AND DEBTOR HEREBY ACKNOWLEDGE THAT THE ITEMS OF EQUIPMENT DESCRIBED IN THIS SCHEDULE ARE COVERED BY THE EQUIPMENT FINANCING AGREEMENT ("THE AGREEMENT") AND THAT THE FOLLOWING IS A DESCRIPTION OF SAID ITEMS, THE ADVANCE AMOUNT ON ACCOUNT THEREOF, THE INSTALLMENT PAYMENTS APPLICABLE THERETO, THE EQUIPMENT LOCATION, AND IF SPECIFIED, CERTAIN FURTHER RELATED INFORMATION.

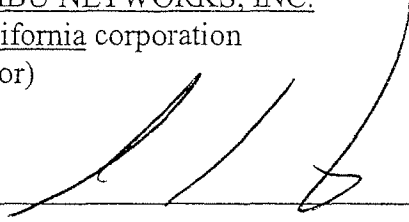
1. Equipment Description: as more fully described on Equipment Schedule Exhibit A
2. Advance Amount: \$146,460.79
3. Monthly Rate Factor used: 3.140%
4. Installment Payments: Except as otherwise provided in the Agreement or in this Schedule, the Advance Amount will be repaid in installments commencing September 1, 2001 as follows:  
  
36 consecutive installments of \$4,598.87 each, payable monthly in advance, plus a final payment of \$17,575.29. First and last payment(s) are due upon execution hereof.
5. Equipment Location: Per attached Equipment Schedule Exhibit A.
6. Other Provisions: None

ACCEPTED and APPROVED on September 1, 2001 as Schedule 2 to and made a part of the Agreement.

PENTECH FINANCIAL SERVICES, INC.  
A California corporation,  
(Secured Party)

MALIBU NETWORKS, INC.  
A California corporation  
(Debtor)

By:   
Norman H. Nelson  
Title: President & COO

By:   
Title: VP FINANCE

Address: 310 West Hamilton Avenue, Suite 202  
Campbell, Ca 95008

Address: 26637 WEST AGOURA ROAD  
CALABASAS, CA 913021959

**AMENDMENT TO EQUIPMENT FINANCING AGREEMENT 200941  
SCHEDULE NO. 2 TO EFA**

This Amendment (the "Amendment"), effective as of October 18, 2001 ("Effective Date"), is to Schedule No. 2 of Equipment Financing Agreement No. 200941, dated September 1, 2001 (the "Schedule"), by and between Pentech Financial Services, Inc., a California corporation ("Lessor") and Malibu Networks, Inc., a California corporation ("Lessee"). This Amendment shall amend and modify the terms and conditions of the Schedule, and, to the extent that any of the terms and conditions of this Amendment conflict with the terms and conditions set forth in the Schedule, the terms and conditions of this Amendment shall control. Except as expressly modified herein, all terms and conditions of the Schedule are confirmed as contained therein.

1. **Commencement Date.** The Commencement Date of the Schedule is hereby amended to be October 1, 2001, and the Expiration Date is hereby amended to be September 30, 2004.

2. **Payment Schedule.** Section 4 is hereby amended to provide that the First Rent Payment Date is October 1, 2001, with subsequent rental payments commencing November 1, 2001, and continuing thereafter to and including September 1, 2004.

Executed on October 19, 2001.

**PENTECH FINANCIAL SERVICES, INC.**

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

Norman H. Nelson  
President & COO

**MALIBU NETWORKS, INC.**

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

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

Title: \_\_\_\_\_

ANDREW A. SKARYOC  
VP FINANCE

provided by Debtor to the public and (c) such other financial data or information relative to this Agreement and the Equipment, including, without limitation, copies of vendor proposals and purchase orders and agreements, listings of serial numbers or other identification data and confirmations of such information, as Secured Party may from time to time reasonably request. Debtor will procure and/or execute, have executed, acknowledge, have acknowledged, deliver to Secured Party, record and file such other documents and showings as Secured Party deems necessary or desirable to protect its interest in and rights under this Agreement and interest in the Equipment. Debtor will pay as directed by Secured Party or reimburse Secured Party for all filing, search, title report, legal and other fees incurred by Secured Party in connection with any documents to be provided by Debtor pursuant to this paragraph or paragraph 22 and any further similar documents Secured Party may procure.

26. **DEBTOR'S WARRANTIES.** Debtor certifies and warrants that the financial data and other information which Debtor has submitted, or will submit, to Secured Party in connection with this Agreement is, or will be at time of delivery, as appropriate, a true and complete statement of the matters therein contained. Debtor further certifies and warrants that (a) this Agreement has been duly authorized by Debtor and when executed and delivered by the person signing on behalf of Debtor below will constitute the legal, valid and binding obligation, contract and agreement of Debtor enforceable against Debtor in accordance with its respective terms; (b) this Agreement and each and every showing provided by or on behalf of Debtor in connection herewith may be relied upon by Secured Party in accordance with the terms thereof notwithstanding the failure of Debtor or other applicable party to ensure proper attestation thereto, whether by absence of a seal or acknowledgment or otherwise; (c) Debtor has the right, power and authority to grant a security interest in the Equipment to Secured Party for the uses and purposes herein set forth and (d) each Item of Equipment will, at the time such Item becomes subject hereto, be in good repair, condition and working order, except for ordinary wear and tear.

27. **ENTIRE AGREEMENT.** This Agreement, the Equipment Financing Commitment, the Schedule to Equipment Financing Agreement, the Disbursement Authorization, the Corporate Resolution, the UCC Form 1 and any and all other documents referenced in any of the foregoing documents, and any and all other documents and agreements executed by Debtor in connection with the equipment financing constitute together the entire agreement between Secured Party and Debtor. Neither this Agreement, nor any of the other documents constituting the entire agreement between the parties can be modified or amended in any way except by written agreement signed and dated by both Secured Party and Debtor.

28. **NOTICES.** Notices under this Agreement must be in writing and must be mailed by United States mail, certified mail with return receipt requested, duly addressed, with postage prepaid, to the party involved at its respective address set forth at the foot hereof or at such other address as such party may provide on notice to the other from time to time. Notices will be effective when deposited. Each party will promptly notify the other of any change in the first party's address.

29. **GENDER; NUMBER; JOINT AND SEVERAL LIABILITY.** Whenever the context of this Agreement requires, the neuter gender includes the feminine or masculine and the singular number includes the plural; and whenever the words "Secured Party" are used herein, they include all assignees of Secured Party, it being understood that specific reference to "assignee" in paragraph 14 above is for further emphasis. If there is more than one Debtor named in this Agreement, the liability of each will be joint and several.

30. **TITLES.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.

31. **GOVERNING LAW; VENUE.** This Agreement will be governed and construed in accordance with the law of the State of California. Venue for any action related to this Agreement will be in an appropriate court in Santa Clara County, California, to which Debtor consents, or in another court selected by Secured Party which has jurisdiction over the parties. In the event any provision hereof is declared invalid, such provision will be deemed severable from the remaining provisions of this Agreement, which will remain in full force and effect.

32. **TIME.** Time is of the essence of this Agreement and each and all of its provisions.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on 9-1, 2001.

PENTECH FINANCIAL SERVICES, INC. (Secured Party)

By: N. H. Nelson  
Norman H. Nelson  
Title: President & COO

Address: 310 West Hamilton Ave, Suite 202  
Campbell, CA. 95008

MALIBU NETWORKS, INC. (Debtor)

By: Andrew A. Skoupa  
Name: ANDREW A. SKOUPA  
Title: VP FINANCE

Address: 26637 Agoura Road  
Calabasas, CA 913021959

## PENTECH FINANCIAL SERVICES INC.

## EXHIBIT A

Attachment to Schedule No. 2, dated September 1, 2001, to Equipment Financing Agreement No. 200941 between

Pentech Financial Services, Inc., as Secured Party, and Malibu Networks, Inc., as Debtor, with Effective Date of September 1, 2001.

Vendor Name	Inv date	Inv #	qty	item/part #	Description	Serial #	Hard	Inv Total	Location
Agilent Technologies PO Box 4026 Englewood, CO 80155-4026	06/26/01	RM54100	1		SPECTRUM ANALYZER, 9KHz-6.7GHz Together with all attachments/accessories/inclusions per invoice	US41191292	22,440.95	22,440.95 ✓	26637 W. Agoura Road Calabasas, CA 91302
Boonton Electronics c/o AMASCO 2461 W. 205th Street #B104 Torrance, CA 90501	06/14/01	00050281	2		Peak Power Sensor	2250 2251	4,390.00 ✓		26637 W. Agoura Road Calabasas, CA 91302
Boonton Electronics c/o AMASCO 2461 W. 205th Street #B104 Torrance, CA 90501	06/14/01	00050281	1		RF Power Meter Dual Channel GPIB, RS 232	103401	5,950.00 ✓	10,340.00	26637 W. Agoura Road Calabasas, CA 91302
CDW Computer Centers PO Box 75723 Chicago, IL 60675-5723	05/10/01	DS54534	1	195376	AXIS 2100 Standalone Network C		433.00	433.00 ✓	1035 Suncast Lane, Suite 130 El Dorado Hills, CA 95762
CDW Computer Centers PO Box 75723 Chicago, IL 60675-5723	05/10/01	DS71475	1	276043	SONY R505TEK7/750 15GB 128MB	S0133012140	2,394.00 ✓		26637 W. Agoura Road Calabasas, CA 91302
CDW Computer Centers PO Box 75723 Chicago, IL 60675-5723	05/10/01	DS71475	1	223463	SONY VAIO 505 SERIES 16X CDR	S013244443A	219.00 ✓		26637 W. Agoura Road Calabasas, CA 91302
CDW Computer Centers PO Box 75723 Chicago, IL 60675-5723	05/10/01	DS71475	1	275810	SONY SLIMDOCK DVD DOCK STATION	S0131027403	344.00 ✓		26637 W. Agoura Road Calabasas, CA 91302
CDW Computer Centers PO Box 75723 Chicago, IL 60675-5723	05/10/01	DS71475	1	231207	SONY VAIO USB MOUSE		40.00	2,997.00 ✓	26637 W. Agoura Road Calabasas, CA 91302
CDW Computer Centers PO Box 75723 Chicago, IL 60675-5723	05/10/01	DS55926	1	243953	HP CLR LJ 4550DN 4PPM CLR/	SdPPAE08509	3,615.00	3,615.00 ✓	950 E. Campbell Avenue Campbell, CA 95008
CDW Computer Centers PO Box 75723 Chicago, IL 60675-5723	05/14/01	DT11395	1	270936	SONY SDM-M81 18.1IN LCD	S010400598C	1,460.00	1,460.00 ✓	26637 W. Agoura Road Calabasas, CA 91302

Part of whole laptop included in one asset.



PATENT

REEL: 025862 FRAME: 0310

Vendor Name	Inv date	Inv #	qty	item/part #	Description	Serial #	Hard	Inv Total	Location
CDW Computer Centers PO Box 75723 Chicago, IL 60675-5723	05/16/01	DT52443	1	276039	SONY R505TSK 7/850 20GB 128MB W2K	S0131023555	2,912.00		26637 W. Agoura Road Calabasas, CA 91302
CDW Computer Centers PO Box 75723 Chicago, IL 60675-5723	05/16/01	DT52443	1	231207	SONY VAIO USB MOUSE		49.00		26637 W. Agoura Road Calabasas, CA 91302
CDW Computer Centers PO Box 75723 Chicago, IL 60675-5723	05/16/01	DT52443	3	275809	SONY SLIMDOCK CDRW/DVD COMBO R	S013203864B	1,545.00		26637 W. Agoura Road Calabasas, CA 91302
CDW Computer Centers PO Box 75723 Chicago, IL 60675-5723	05/16/01	DT52443	1	248487	SONY VAIO CD-RW DRIVE	S0131061535	430.00		26637 W. Agoura Road Calabasas, CA 91302
CDW Computer Centers PO Box 75723 Chicago, IL 60675-5723	05/16/01	DT52443	1	281596	SIMPLE 256MB SONY VAIO PCG-FX1		225.00	5,152.00	26637 W. Agoura Road Calabasas, CA 91302
CDW Computer Centers PO Box 75723 Chicago, IL 60675-5723	05/17/01	DT59854	1	248486	SONY VAIO ADDITIONAL AC ADPTR		80.00	80.00	26637 W. Agoura Road Calabasas, CA 91302
CDW Computer Centers PO Box 75723 Chicago, IL 60675-5723	05/21/01	DT96902	1	248486	SONY VAIO ADDITIONAL AC ADPTR		80.00	80.00	26637 W. Agoura Road Calabasas, CA 91302
Dell Marketing L.P. P.O. Box 21022 Pasadena, CA 91185-1022	05/14/01	574716692	6		Hard Disk Drive, 36GB, U3/160, 80P, 10K		3,335.04	3,335.04	950 E. Campbell Avenue Campbell, CA 95008
Dell Marketing L.P. P.O. Box 21022 Pasadena, CA 91185-1022	05/16/01	574803664	5		Dell PIII 933 GX110 MiniTower, 133MHz FSB Together with all attachments/accessories/inclusions per invoice	GVPNL01 HVPNL01 1WPNL01 4WPNL01 6WPNL01	9,822.80	9,822.80	26637 W. Agoura Road Calabasas, CA 91302
Dell Marketing L.P. P.O. Box 21022 Pasadena, CA 91185-1022	05/18/01	570330910	2		18000, Pentium III 1GHz, 15" UXGA Together with all attachments/accessories/inclusions per invoice	7JYTL01 BJYTL01	7,290.00	7,290.00	26637 W. Agoura Road Calabasas, CA 91302
LeCroy 700 Chestnut Ridge Rd Chestnut Ridge, NY 10977-6499	05/17/01	SO1/10001 353	1		4ch 500 MHz 500 MS/s 1mp/ch DSO		13,490.00		26637 W. Agoura Road Calabasas, CA 91302
LeCroy 700 Chestnut Ridge Rd Chestnut Ridge, NY 10977-6499	05/17/01	SO1/10001 353	1		1MOHN 1GHZ FET PROBE (PROBUS)		1,090.00	14,580.00	26637 W. Agoura Road Calabasas, CA 91302
LeCroy 700 Chestnut Ridge Rd Chestnut Ridge, NY 10977-6499	05/31/01	SO1/10002 047	1		4ch 500 MHz 2GS/s 250kpt/ch DSO		12,990.00		26637 W. Agoura Road Calabasas, CA 91302

Vendor Name	Inv date	Inv #	qty	item/part #	Description	Serial #	Hard	Inv Total	Location
LeCroy 700 Chestnut Ridge Rd Chestnut Ridge, NY 10977-6499	05/31/01	SO1/10002 047	1		4 MPT Memory Option for LT374		6,000.00 ✓		26637 W. Agoura Road Calabasas, CA 91302
LeCroy 700 Chestnut Ridge Rd Chestnut Ridge, NY 10977-6499	05/31/01	SO1/10002 047	1		Jitter and Timing Analysis Package		1,310.00 ✓		26637 W. Agoura Road Calabasas, CA 91302
LeCroy 700 Chestnut Ridge Rd Chestnut Ridge, NY 10977-6499	05/31/01	SO1/10002 047	1		1MOHN 1GHZ FET PROBE (PROBUS)		1,090.00 ✓	21,390.00 ✓	26637 W. Agoura Road Calabasas, CA 91302
Test Equipment Connection 525 Technology Park, Ste 153 Lake Mary, FL 32746	05/04/01	27690	1		HP 8560E/007 Spectrum Analyzer, 30Hz-2.9GHz w/Manuals & Accys	33551A01948	24,000.00 ✓	24,000.00 ✓	950 E. Campbell Avenue Campbell, CA 95008
T 2450 Turquoise Circle Thousand Oaks, CA 91320	05/08/01	66774	2	TEK TDS3052	500 MHz, 2 Channel Scope w/2 Probes Together with all attachments/accessories/inclusions per invoice	B016750 B016770	10,650.00 ✓✓		950 E. Campbell Avenue Campbell, CA 95008
TestEquity 2450 Turquoise Circle Thousand Oaks, CA 91320	05/08/01	66774	1	TEK TDS3054	500 MHz, 4 Channel Scope w/4 Probes Together with all attachments/accessories/inclusions per invoice	B018659	8,795.00 ✓	19,445.00 ✓	950 E. Campbell Avenue Campbell, CA 95008
						100% of hard costs	146,460.79	146,460.79	

This Exhibit "A" is attached to and part of Schedule 001 and constitutes a true and accurate description of the equipment.

SECURED PARTY: PENTECH FINANCIAL SERVICES, INC.  
a California corporation

DEBTOR: MALIBU NETWORKS  
a California corporation

By: 

By: 

Name: Norman H. Nelson

Name: Andrew A Skerper

Title: President & COO

Title: VP FINANCE

PATENT

REEL: 025862 FRAME: 0312

01/27/2001

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF SANTA CLARA

I declare that I am employed in the County of Santa Clara, California. I am over the age of 18 years and not a party to the within action. My business address is 310 West Hamilton Avenue, Suite 202, Campbell, California.

On June 5, 2003, I served a true and correct copy of the foregoing document described as: Stipulation and Order for Relief from Stay on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Suzanne Decker  
Chapter 7 Trustee  
151 Callan Avenue, Suite 305  
San Leandro, CA 94577

U.S. Trustee  
U.S. Federal Bldg.  
280 S. 1<sup>st</sup> St., #268  
San Jose, CA 95113-3004

Stephen H. Kim  
Murray & Murray  
19330 Stevens Creek Blvd., #100  
Cupertino, CA 95014-2526

XX (BY MAIL) I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States Mail at Campbell, California.

(BY PERSONAL SERVICE) I caused such envelope(s) to be delivered by hand to the offices of the addressees.

(VIA FACSIMILE) I caused the above-mentioned document(s) to be telecopied to the addressees.

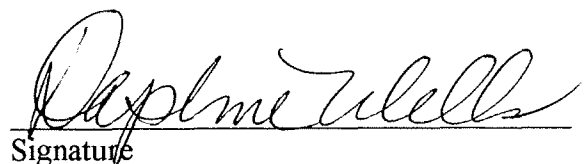
(VIA FEDERAL EXPRESS) I caused such envelope(s) to be delivered to the addressees, by Federal Express.

Executed on June 5, 2003, at Campbell, California.

(STATE) I declare under the laws of the State of California that the foregoing is true and correct.

XX (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Daphne Wells

  
Signature

\*\*\*Title of document TX\*\*\*

**PATENT**  
**REEL: 025862 FRAME: 0313**



MAY 23 2003

STEPHEN T. O'NEILL (115132)  
STEPHEN H. KIM (198891)  
MURRAY & MURRAY  
A Professional Corporation  
19330 Stevens Creek Blvd.  
Cupertino, CA 95014-2526  
(650) 852-9000; (408) 907-9200  
(650) 852-9244 (Facsimile)

Attorneys for Debtor  
MALIBU NETWORKS, INC.

**FILED**

MAY 28 2003

CLERK  
United States Bankruptcy Court  
San Jose, California

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

In re:

MALIBU NETWORKS, INC.

Debtor,

Case No.

Chapter 7

EIN: 95-4695719


**03 53378** ASW

**ORDER APPOINTING NATURAL PERSON  
AS RESPONSIBLE PERSON PURSUANT TO B.L.R. 4002-1**

THE APPLICATION FOR ORDER APPOINTING NATURAL PERSON AS  
RESPONSIBLE PERSON PURSUANT TO B.L.R. 4002-1 having been submitted by the Debtor herein;  
the Court being fully advised in the premises; and good cause appearing therefor;

IT IS HEREBY ORDERED that Donald H. Sledge, Director of the Board of Directors  
of the Debtor, whose business address and telephone number are 1455 McCarthy Blvd., Milpitas,  
California 95762 and (415) 284-8699, respectively, be appointed as the natural person to be responsible  
for the duties and obligations of the Debtor herein pursuant to B.L.R. 4002-1 of the Local Bankruptcy  
Rules for the Northern District of California.

Dated: 5/28/03

  
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT**  
Northern District of California (San Jose)

**Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines**

A chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on 5/23/03.

You may be a creditor of the debtor. This notice lists **important deadlines**. You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

**See Reverse Side For Important Explanations.**

Debtor(s) (name(s) and address):  
Malibu Networks, Inc.  
1455 McCarthy Blvd.  
Milpitas, CA 95035

Case Number:  
03-53378

Social Security/Taxpayer ID Nos.:  
95-4695719

Attorney for Debtor(s) (name and address):  
Stephen H. Kim  
Law Offices of Murray and Murray  
19330 Stevens Creek Blvd. #100  
Cupertino, CA 95014-2526  
Telephone number: (650) 852-9000

Bankruptcy Trustee (name and address):  
Suzanne Decker  
151 Callan Avenue  
Suite 305  
San Leandro, CA 94577  
Telephone number: 510-483-4334

**Meeting of Creditors:**

Date: June 19, 2003

Time: 01:00 PM

Location: U.S. Federal Bldg., 280 S 1st St. #130, San Jose, CA 95113

**Deadlines:**

Papers must be *received* by the bankruptcy clerk's office by the following deadlines:

**Deadline to File a Complaint Objecting to Discharge of the Debtor *or* to Determine Dischargeability of Certain Debts:**

**Deadline to Object to Exemptions:**

Thirty (30) days after the *conclusion* of the meeting of creditors.

**Creditors May Not Take Certain Actions:**

The filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized.

**Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.**

Address of the Bankruptcy Clerk's Office:  
280 South First Street  
Room 3035  
San Jose, CA 95113  
Telephone number: 408-535-5118

**For the Court:**

Clerk of the Bankruptcy Court:  
Gloria L. Franklin

Hours Open: Monday - Friday 9:00 AM - 4:30 PM

Date: 5/27/03

**Important Notice to Individual Debtors:** The United States Trustee requires all debtors who are individuals to provide government-issued photo identification and proof of social security number to the trustee at the meeting of creditors.

516

**PATENT**

**REEL: 025862 FRAME: 0315**

## CERTIFICATE OF SERVICE

District/off: 0971-5  
Case: 03-53378User: skelley  
Form ID: B9APage 1 of 4  
Total Served: 261

Date Rcvd: May 27, 2003

The following entities were served by first class mail on May 29, 2003.

db Malibu Networks, Inc., 1455 McCarthy Blvd., Milpitas, CA 95035  
 aty Stephen H. Kim, Law Offices of Murray and Murray, 19330 Stevens Creek Blvd. #100,  
 Cupertino, CA 95014-2526  
 tr Suzanne Decker, 151 Callan Avenue, Suite 305, San Leandro, CA 94577  
 smg CA Employment Development Dept., Bankruptcy Group MIC 92E, P.O. Box 826880,  
 Sacramento, CA 94280-0001  
 smg CA Franchise Tax Board, Attn: Special Procedures, P.O. Box 2952, Sacramento, CA 95812-2952  
 smg Secretary of The Treasury, 15th and Pennsylvania Ave. NW, Washington, DC 20220-0001  
 smg State Board of Equalization, Attn: Special Procedures Section, MIC:55, P.O. Box 942879,  
 Sacramento, CA 94279  
 ust Office of the U.S. Trustee / SJ, U.S. Federal Bldg., 280 S 1st St. #268,  
 San Jose, CA 95113-3004  
 6746006 ADP, PO Box 9001006, Louisville, KY 40290  
 6746018 +ARC Wireless Solutio, 4860 Robb Street Sui, Wheat Ridge, CO 80033-2184  
 6746022 ARCH Entrepreneurs F, c/o Mark McDonnell, 8725 W. Higgins Roa, Chicago, IL 60631  
 6746023 ARCH Venture Fund IV, c/o Mark McDonnell, 8725 W. Higgins Road, Chicago, IL 60631  
 6746035 AT&T, 7872 Collection Cent, Chicago, IL 60693  
 6746033 AT&T, PO Box 8229, Aurora, IL 60572  
 6746034 AT&T, PO Box 78522, Phoenix, AZ 85062  
 6746032 AT&T, PO Box 78225, Phoenix, AZ 85062  
 6746036 +AT&T Wireless, PO Box 78224, Phoenix, AZ 85062-8224  
 6746037 AT&T Wireless Servic, PO Box 78110, Phoenix, AZ 85062  
 6746003 Abraham Hartenstein, 9644 Fulbright Avenue, Chatsworth CA 91311  
 6746004 +Access Direct, PO Box 14003, Shawnee Mission, KS 66285-4003  
 6746005 Adanced Power Soluti, 5679 La Ribera Stree, Livermore, CA 94550  
 6746007 +Advantage Metal Prod, 3003 Copper Road, Santa Clara, CA 95051-0701  
 6746008 Airtrust Internation, 1201 Logan Street, Texas City, TX 77590  
 6746009 +Alhambra, PO Box 7126, Pasadena, CA 91109-7126  
 6746010 Alpha Products Inc., 351 Irving Drive, Oxnard, CA 93030  
 6746012 American Express, Travel Related Servi, PO Box 360001, Fort Lauderdale, FL  
 6746011 +American Express, CPC Remittance Proce, 20002 N. 19th Avenue, Phoenix, AZ 85027-4250  
 6746013 American Solution In, 2330 State Route 11, Mooers, NY 12958  
 6746014 +Andres E. Chavez, 2684 Sterling Way, Cameron Park, CA 95682-9239  
 6746015 +Anixter, Inc., PO Box 847428, Dallas, TX 75284-7428  
 6746016 +Anne S. Weiner, 5843 Hempstead Drive, Agoura Hills CA 91301-4426  
 6746017 Apple Computer, 1 Infinite Loop, Cupertino, CA 95014  
 6746019 Arch Entrepreneurs F, 8725 West Higgins Ro, Chicago, IL 60631  
 6746020 Arch Entrepreneurs F, 8725 West Higgins R, Chicago, IL 60631  
 6746024 Arch Venture Fund IV, 8725 West Higgins Ro, Chicago, IL 60631  
 6746028 Arch Venture Partner, 6801 N. Capital of T, Building 2 Suite 225, Austin, TX 78731  
 6746029 +Armen Aynilian, 367 Morgan Hill, Simi Valley, CA 93065-7685  
 6746030 +Associated Services,, 1309-A Shore Street, West Sacramento, CA 95691-3511  
 6746031 Astron Wireless Tech, 22560 Glenn Drive, 1, Sterling, VA 20164  
 6746038 Attorney General, Civil Trial Sec W Re, PO Box 683 Ben Frank, Washington, DC 20044  
 6746039 Avaya Financial Serv, PO Box 93000, Chicago, IL 60673  
 6746040 +Avnet, 21155 Califa Street, Woodland Hills, CA 91367-5003  
 6746041 Avnet Applied Comput, PO Box 100340, Pasadena, CA 91189-0  
 6746043 B&B Socket Products, 4319 E. La Palma Ave, Anaheim, CA 92807  
 6746044 +Bay Alarm, PO Box 30520, Los Angeles, CA 90030-0520  
 6746045 +Bay Area Compliance, 230 Commercial Stre, Sunnyvale, CA 94085-4508  
 6746046 +Behshad Baseghi, 5326 Berkeley Road, Santa Barbara, CA 93111-1612  
 6746047 Blue Cross of Califo, 30 East Figueroa Str, PO Box 78017, Phoenix, AZ 85062  
 6746048 Brian S. Weber, 2120 S Bentley Avenue, #103, Los Angeles CA 90025  
 6746049 Brobeck, Phleger & H, Two Embarcadero Plac, 2200 Geng Road, Palo Alto, CA 94303  
 6746050 Browning-Ferris Indu, PO Box 78017, Phoenix, AZ 85062  
 6746054 CNA Valley Forge Lif, PO Box 78351, Phoenix, AZ 85062  
 6746065 +CSS Properties, LLC, 4962 Robert J. Matth, El Dorado Hills, CA 95762-5724  
 6746051 +Calvin L. Au, 518 Firecrest Court, Newbury Park, CA 91320-5022  
 6746052 Chao-Chun Wang, 1225 Ladera Court, Davis CA 95616  
 6746053 +Charles A. Bartak, 885 Birch Hill Stree, Thousand Oaks, CA 91320-4063  
 6746055 Coast Creative Namep, 1097 North Fifth Str, San Jose, CA 95112  
 6746056 +CommVest, 432 Cherry Street, West Newton, MA 02465-2029  
 6746057 +CommVest LLC, 432 Cherry Steet, West Newton, MA 02465-2029  
 6746058 +CommVest Partners I, 432 Cherry Street, West Newton, MA 02465-2029  
 6746059 Concur, 6222 185th Avenue NE, Redmond, WA 98052  
 6746060 +Conexis, PO Box 5547, Orange, CA 92863-5547  
 6746061 Control Cable, Inc., 7261 Ambassador Road, Baltimore, MD 21244  
 6746062 Cor O Van Moving and, Dept 0778, Los Angeles, CA 9008  
 6746063 Corporate Express, PO Box 71217, Chicago, IL 60694  
 6746064 +Corporation Service, PO Box 13397, Philadelphia, PA 19101-3397  
 6746073 DHL Worldwide Expres, PO Box 78016, Phoenix, AZ 85062  
 6746066 Dan Goldman, 7240 Shirley Avenue, #401, Reseda CA 91335  
 6746067 David Jacobson, 5705 Crinklaw Lane, Simi Valley CA 93063  
 6746068 David M. Donahue, Clay Avenue, Ventura CA  
 6746069 +David Passmore, 10904 Thimbleberry L, Great Falls, VA 22066-3102  
 6746070 David Sanders, 3001 Douglas Bouleva, Suite 230, Roseville CA 95661  
 6746071 De Ji, 2313 Abaca Way, Fremont CA 94539  
 6746072 +Deepak Mehrotra, 5701 Lindero Canyon, Suite 1-204, Westlake Village CA 91362-6492  
 6746074 +Douglas H. Hill, 16802 Calle De Sarah, Pacific Palos CA 90272-1951  
 6746075 +Douglas T. Griffith, Caywood Partners Ltd, 6484 Washington Stre, Suite B,  
 Yountville CA 94599-1451  
 6746076 Dow Chemical Company, 2030 Dow Center, Midland, MI 48674  
 6746078 +Dr. Wayne Strom, 1026 Calle Pecos, Thousand Oaks CA 91360-2343

PATENT

REEL: 025862 FRAME: 0316

6746079 +E Trade Business Sol, PO. Box 989032, West Sacramento, CA 95798-9032  
6746080 ECP II Interfund L.P., c/o Bill Kinsley, 435 Devon Park Drive, Wayne, PA 19087  
6746081 ECP II Interfund LP, 435 Devon Park Drive, Suite 700, Wayne PA 19087  
6746082 +Edward E. Gabrielian, 24021 Mobile Street, West Hills CA 91307-3142  
6746083 Edward M Conter, 2750 Joseph 18, Campbell, CA 95008  
6746084 +El Dorado County She, 330 Fair Lane, Placerville, CA 95667-4103  
6746085 +El Dorado County Tax, 360 Fair Lane, Placerville, CA 95667-4107  
6746086 +Elizabeth A. Hervati, 510 Montana Avenue, Santa Monica CA 90403-1306  
6746087 Elliott Laboratories, 684 West Maude Avenu, Sunnyvale, CA 94085  
6746088 +Employment Developme, State of California, Attn Bankruptcy Grou, PO Box 826203, Sacramento, CA 94230-6203  
6746090 +Employment Developme, State of California, Bankruptcy Unit - MI, PO Box 826880, Sacramento, CA 94280-0001  
6746089 +Employment Developme, State of California, Chief Tax Collection, PO Box 826203, Sacramento, CA 94230-6203  
6746091 EnerTech Capital Par, c/o Bill Kinsley, 435 Devon Park Drive, Wayne, PA 19087  
6746092 EnerTech Capital Par, 435 Devon Park Drive, 700 Building, Wayne PA 19087  
6746093 Ernst & Young, 2049 Century Park Ea, Los Angeles, CA 9006  
6746094 +Eugene Siciliano, 8351 Vicksburg Avenue, Westchester CA 90045-3924  
6746095 Exhibitgroup/Giltspu, File No. 98270, Los Angeles, CA 9007  
6746096 +Expandable Software,, 1171 Homestead Road,, Santa Clara, CA 95050-5478  
6746097 Expanets, PO Box 26231, New York, NY 10087  
6746101 FHBrown Office Techn, Farrington Road, Burnley BB11 5FH, UK  
6746098 Paris F. Zeito, 23532 Platina Drive, Valencia CA 91355  
6746099 +Federal Express, PO Box 1140, Memphis, TN 38101-1140  
6746100 Fei-Ran Yang, 1810 S Federal Avenu, #2, Los Angeles CA 90025  
6746102 Fidelity Investments, PO Box 73307, Chicago, IL 60673  
6746103 +Fireman's Fund Insur, PO Box 7166, Pasadena, CA 91109-7166  
6746105 Franchise Tax Board, State of California, PO Box 942840, Sacramento, CA 94240  
6746104 Franchise Tax Board, State of California, PO Box 2952, Sacramento, CA 95812  
6746106 +Frank Dzubeck, Baldwin Venture Part, 2440 Virginia Avenue, Suite D-309, Washington DC 20037-2606  
6746107 Franklin X. Liu, 37530 Madison Street, Palmdale CA 93552  
6746111 +Fremont Communicatio, Side-by-Side LP, 199 Fremont Street, San Francisc CA 94105-2245  
6746108 +Fremont Communicatio, Side-by-Side LP, 199 Fremont Street, San Francisco CA 94105-2245  
6746113 +Fremont Communicatio, c/o Don Sledge, 199 Fremont Street, San Francisco, CA 94105-2245  
6746112 +Fremont Communicatio, 199 Fremont Street, San Francisco CA 94105-2245  
6746110 +Fremont Communicatio, Side-by-Side, L.P., c/o Don Sledge, 199 Fremont Street, San Francisco, CA 94105-2245  
6746116 GATX Ventures Inc, 3687 Mount Diablo Ro, Suite 200, Lafayette CA 94549  
6746123 +GRL Property Managem, c.o Cemo Commercial,, 1107 Investment Blvd, El Dorado Hills, CA 95762-5736  
6746124 +GRL Property Mangeme, c/o Cemo Commercial,, 1107 Investment Blvd, El Dorado Hills, CA 95762-5736  
6746114 Gables Limited, c/o Marc St. John, 40 rue La Perouse, 75116, Paris, FRANCE,  
6746115 Gables Limited, 40 rue La Perous, 75116, Paris France  
6746117 Gemtek Technology Co, #1 Jen Ai Road, Hsin, Hokou, Hsinchu Hsien, Taiwan  
6746118 George Conrades, 3 Channing Place, Cambridge, MA 02138  
6746119 Gina M. Rollo, 845 N Orange Grove, Hollywood CA 90046  
6746120 Golden Bay Janitoria, 2221 Lyons Court, San Jose, CA 95116  
6746121 Golden State Overnig, PO Box 2508, Alameda, CA 94501  
6746122 Great West Life & An, 8505 East Orchard Ro, Englewood, CO 80111  
6746125 +Guardian, PO Box 51505, Los Angeles, CA 90051-5805  
6746126 Hewlett Packard Fina, PO Box 403265, Atlanta, GA 30384  
6746128 Honeywell, 1430 Tully Road Suit, San Jose, CA 95122  
6746129 Howard Anderson, Yankeetek Incubator, One Memorial Drive, Cambridge, MA 02142  
6746136 IRS - Insolvency, PO Box 99, San Jose, CA 95103  
6746130 Ideal Division, PO Box 7170M, St. Louis, MO 63195  
6746131 +Igor Zalar, 5608 Roundtree Place, Thousand Oaks CA 91362-5480  
6746132 Inchul Kang, 239 Jo Drive, Los Gatos CA 95032  
6746133 +InnerCite, 4989 Golden Foothill, El Dorado Hills, CA 95762-9639  
6746134 Intercall, PO Box 281866, Atlanta, GA 30384-18  
6746135 International Regula, 43192 Christy Street, Fremont, CA 94538  
6746137 Jacob Jorgensen, 154 Black Powder Cir, Folsom CA 95630  
6746138 Janice S. Parvin, 15308 Bittner Place, Moorpark CA 93021  
6746139 Jeffrey J. Cramer, 4506 Lomina Avenue, Lakewood, CA 90713  
6746140 Jesus Gonzalez, 6919 Jamieson Avenue, Reseda CA 91335  
6746141 +Kamiyar Dolatshahi, 220 San Vincente Blv, Santa Monica, CA 90402-1526  
6746142 Katsuhiko Goto, 2-13-2 Taira-machi,, Tokyo Japan 152-0032  
6746143 Keith Grinstein, 427 Lake Washington, Seattle WA 98122  
6746144 Kenneth Peirce, 108 Lyndeboro Court, Folsom CA 95630  
6746145 Key Housing Connecti, PO Box 1267, Orangevale, CA 95662  
6746146 Kieth Benfield, 45 St. Francis Circl, Napa, CA 94558  
6746147 +Kinko's, Customer Administrat, PO Box 530257, Atlanta, GA 30353-0257  
6746148 Kuehne & Nagel, PO Box 100528, Pasadena, CA 91189  
6746149 Labor Commissioner, State of California, 1515 Clay Street Roo, Oakland, CA 94612  
6746150 Lawrence Crawford, 1329 La Culebra Circ, Camarillo, CA 93012  
6746152 +Lazer Division, PO Box 57231, Sherman Oaks, CA 91413-2231  
6746153 Lectra Media, 650 Gold Flat Road, Nevada City, NV 9595  
6746154 +Los Angeles County T, 225 N. Hill Street R, Los Angeles, CA 90012-3232  
6746155 +Marc Goyette, 4506 Forest Avenue S, Mercer Island WA 98040-4305  
6746156 +Marc Matejka, 1134 Alta Loma Road, #215, West Hollywood CA 90069-2427  
6746157 +Mark L. Baumann, 4896 Summit Avenue, Simi Valley, CA 93063-1417  
6746158 Mark Sturza, 16161 Ventura Boulev, Suite 815, Encino CA 91436

PATENT

REEL: 025862 FRAME: 0317

6746159 +Martin D. Usher, 3081 Roundup Circle, Thousand Oaks CA 91360-1010  
6746160 +Mary B. Givens, 26172 N Twain Place, Stevenson Ranch CA 91381-1116  
6746161 +Michael H. Van Brunt, 4743 Suffolk Court, Ventura CA 93003-2029  
6746162 +Mouser Electronics, 1810 Gillespie Way,, El Cajon, CA 92020-0917  
6746165 NCG Company, 1275 North Grove Str, Anaheim, CA 92806  
6746163 +Nalin D. Desilva, 911 Paseo Camarillo, Camarillo, CA 93010-0826  
6746164 National Technical S, 1536 East Valencia, Fullerton, CA 92831  
6746167 NetApp Financial Sol, PO Box 8500-9805, Philadelphia, PA 191  
6746170 NextCom Ventures LLC, 8000 Towers Crescent, Suite 1220, Vienna, VA 22182  
6746168 Nextcom Venture Part, c/o Ahmed Saeed, 8000 Towers Crescden, Vienna, VA 22182  
6746169 Nextcom Venture Part, 8000 Towers Crescent, Suite 1200, Vienna CA 22182  
6746171 +Norman Grib, 14123 Buttner Road, Buernerville, CA 95446-9509  
6746172 +Northstart Venture M, Bank of America Towe, 701 Fifth Avenue Sui, Seattle, WA 98104-7097  
6746173 Olander Company, Inc, 144 Commercial Stree, Sunnyvale, CA 94086  
6746194 PT Yudhawira Khatuli, Kompleka Gading Buki, Blok H26-27 Jin Buki, Raya-Kelapa Gading P, Jakarta 14240,  
6746174 Pacific Bell, Payment Center, PO Box 60000, Sacramento, CA 95887  
6746175 +Pamela J. Fetherolf, 66 Via Sintra, Camarillo CA 93012-5033  
6746176 +Patrick Billquist, 774 El Nido Court, El Dorado Hills, CA 95762-3604  
6746177 Patrick Ennis, 1000 Second Avenue, Suite 3700, Seattle WA 98104  
6746178 +Patrick J. Schulthes, 650 Page Mill Rd, Palo Alto CA 94304-1001  
6746179 +Paul E. Gilmartin, 1545 Burning Tree Dr, Thousand Oaks CA 91362-1309  
6746181 Peery-Arrillaga, File 1504, San Francisco, CA 94  
6746180 Peery/Arrillaga, File 1504, San Francisco, CA 94  
6746182 Penntech Financial, 310 West Hamilton Av, Campbell, CA 95008  
6746183 Pentech Financial, 310 West Hamilton Av, Campbell, CA 95008  
6746184 +Peter Bernstein, 20 Alida Place, Ramsey, NJ 07446-1323  
6746185 Pitney Bowes, 8001 Chatham Center, Savannah, GA 31405  
6746186 Piyush Aroda, 20385 Via San Marino, Cupertino, CA 95014  
6746187 +Polaris Venture Part, Founders' Fund II, L, c/o William Bilodeau, 1000 Winter Street,, Waltham, MA 02451-1448  
6746191 +Polaris Venture Part, 1000 Winter Street, Suite 3350, Waltham MA 02451-1443  
6746188 +Polaris Venture Part, Fund II LP, 1000 Winter Street, Suite 3350, Waltham MA 02451-1476  
6746192 +Polaris Venture Part, c/o William Bilodeau, 1000 Winter Street,, Waltham, MA 02451-1443  
6746193 Productivity Card Se, PO Box 410420, Salt Lake City, UT 8  
6746195 Qwest Networking Ser, Department 47, Denver, CO 80271  
6746196 +Raley's Store 424, 3935 A Park Drive, El Dorado Hills, CA 95762-4561  
6746197 +Ramin Hooriani, 4542 Willis Avenue, #305, Sherman Oaks CA 91403-2716  
6746198 +Reliant Labs, 3350 Thomas Road, Santa Clara, CA 95054-2062  
6746199 Risk Management Alte, 4962 RJ Mathews Park, Atlanta, GA 30348  
6746200 Robert D. Martin, 2186 Derby Street, Camarillo CA 93010  
6746201 +Robert F. Kornegay, 650 Page Mill Road, Palo Alto CA 94304-1001  
6746202 Roger Lee Runion, 616 Driftwood Court, Allen TX 75013  
6746203 Ross J. Roberts, 6 Rollingbrook Creek, Sacramento CA 95833  
6746205 +SC & CC Properties, Cemo-Coker, Inc., El Dorado Hills, CA 95762  
6746206 +SC & CC Properties, Cemo-Coker, Inc., 4960 Robert J. Mathe, El Dorado Hills, CA 95762-5721  
6746204 +Sanan B. Shaibani, 4762 Galendo Street, Woodland Hills CA 91364-4213  
6746207 Scott Bradner, 15 High Street, Cambridge, MA 02138  
6746208 Second Avenue Partne, 1000 Second Avenue, Suite 1200, Seattle WA 98104  
6746209 Second Avenue Partne, c/o Keith D. Grinste, 1000 Second Avenue,, Seattle, WA 98104  
6746210 Secretary of State, State of California, 1500 11th Street, Sacramento, CA 95814  
6746211 Secretary of the Tre, 1500 Pennsylvania Av, Washington, DC 20220  
6746212 Segue, Dept 5188, PO Box 30000, Hartford, CT 06150-5  
6746213 Seth Zirin, 425 Rockport Circle, Folsom CA 95630  
6746214 +Shaun Manesh, 21640 Medina Estates, Woodland Hills CA 91364-4350  
6746215 Shigeru Suzuki, 5-54-6 Hanakoganei K, Tokyo Japan 187-0002  
6746217 +Sierra Springs, Dept. 262, Denver, CO 80271-0001  
6746218 Signature Print Serv, 3565 Sierra Road, San Jose, CA 95132  
6746219 +Social Security Admi, Chief Counsel, Regio, 75 Hawthorne Street, San Francisco, CA 94105-3920  
6746220 +State Board of Equal, State of California, Attn Collection Unit, PO Box 942879, Sacramento, CA 94130  
6746221 +State Comp Insurance, PO Box 92503, Los Angeles, CA 90009-2503  
6746222 Stellcom, 12670 High Bluff Dri, San Diego, CA 92130  
6746223 Steven C. Krattiger, 5032 Nighthawk Dr. N, Rio Rancho NM 87144  
6746224 Subburajan Ponnuswam, 1005 Blue Ravine Roa, #926, Folsom CA 95630  
6746225 Sun Moon Electronics, 6700 K Avenue, Plano, TX 75074  
6746235 +TL Ventures, 3110 Main Street, Santa Monica, CA 90405-5352  
6746236 +TL Ventures Interfun, c/o Massoud Entekahb, The Annex Building, 3110 Main Street, Santa Monica, CA 90405-5352  
6746237 +TL Ventures V Interf, The Annex Building, 3110 Main Street, Santa Monica CA 90405-5352  
6746239 +TL Ventures V L.P., c/o Massoud Entekahb, The Annex Building, 3110 Main Street, Santa Monica, CA 90405-5352  
6746240 +TL Ventures V LP, The Annex Building, 3110 Main Street, Santa Monica CA 90405-5352  
6746246 TRC Electronics, 135 Pasadena Avenue, Lodi, NJ 07644  
6746226 Tae Hyon Kim, 545 Hacienda Avenue, #101, Campbell CA 95008  
6746227 Tax Assessors Office, County of Santa Clar, 70 West Hedding Stre, San Jose, CA 95110  
6746228 Tax Collector, County of Santa Clar, 70 West Hedding Stre, San Jose, CA 95110  
6746229 Teletronics Internat, 1803 Research Blvd #, Rockville, MD 20850  
6746230 Telogy, PO Box 96994, Chicago, IL 60693  
6746231 Tessco, PO Box 631091, Baltimore, MD 21263  
6746232 Thomas Rambold, Braeuhausgasse 28, D 82205 Gilching, Germany  
6746233 +Timothy R. Bresien, 605 Hampshire Road 4, Westlake Village, CA 91361-2382  
6746234 Timothy R. Eliseo, 4470 Plantation Driv, Fair Oaks CA 95628  
6746241 Tony Fisch, 6312 Arrowhead Place, Los Angeles CA 90068

PATENT

REEL: 025862 FRAME: 0318

United States Bankruptcy Court  
Northern District of California

In re **Malibu Networks, Inc.**

Case No

Chapter **7**

**SUMMARY OF SCHEDULES**

AMOUNTS SCHEDULED

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	YES	1	\$ 0.00		
B - Personal Property	YES	4	\$ 847,717.00		
C - Property Claimed as Exempt	YES	1			
D - Creditors Holding Secured Claims	YES	3		\$ 4,825,899.63	
E - Creditors Holding Unsecured Priority Claims	YES	2		\$ 0.00	
F - Creditors Holding Unsecured Nonpriority Claims	YES	22		\$ 3,740,576.38	
G - Executory Contracts and Unexpired Leases	YES	2			
H - Codebtors	YES	1			
I - Current Income of Individual Debtor(s)	NO	0			\$
J - Current Expenditures of Individual Debtor(s)	NO	0			\$
Total Number of sheets in ALL Schedules >		36			
Total Assets >			\$ 847,717.00		
Total Liabilities >				\$ 8,566,476.01	

## SCHEDULE D – CREDITORS HOLDING SECURED CLAIMS

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	Husband, Wife, Joint, or Community. List if co-debtor.	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT [X]	UNLIQUIDATED [X]	DISPUTED [X]	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ARCH Entrepreneurs Fund, L.P. c/o Mark McDonnell 8725 W. Higgins Road, Suite 290 Chicago, IL 60631		3/20/02, Series C Bridge loanholders, first priority security interest in all of the assets  Value Unknown		X		\$4,293.00	Unknown
ARCH Venture Fund IV, L.P. c/o Mark McDonnell 8725 W. Higgins Road, Suite 290 Chicago, IL 60631		3/20/02, Series C Bridge loanholders, first priority security interest in all of the assets  Value Unknown		X		\$159,909.00	Unknown
Avaya Financial Services PO Box 93000 Chicago, IL 60673		11/1/00, Lease Agreement, Telephone equipment  Value Unknown		X		\$7,071.00	Unknown
CommVest 432 Cherry Street West Newton, MA 02465		3/20/02, Subordination and Intercreditor Agreement, second priority security interest in all of the assets  Value Unknown		X		\$872,462.00	Unknown
CSS Properties, LLC 4962 Robert J. Matthews Parkway El Dorado Hills, CA 95762		12/11/00, Lease Agreement, Rental security deposit  Value: \$44,396.00		X		\$16,000.00	\$0.00
Dow Chemical Company 2030 Dow Center Midland, MI 48674		3/20/02, Series C Bridge loanholders, first priority security interest in all of the assets  Value Unknown		X		\$8,368.00	Unknown

Subtotal:  
(Total of this page)      \$1,068,103.00

ECP II Interfund L.P. c/o Bill Kinsley 435 Devon Park Drive, Suite 700 Wayne, PA 19087	3/20/02, Series C Bridge loanholders, first priority security interest in all of the assets <hr/> Value Unknown	X	\$2,321.00	Unknown
EnerTech Capital Partners II L.P. c/o Bill Kinsley 435 Devon Park Drive, Suite 700 Wayne, PA 19087	3/20/02, Series C Bridge loanholders, first priority security interest in all of the assets <hr/> Value Unknown	X	\$60,834.00	Unknown
Exhibitgroup/Giltspur File No. 98270 Los Angeles, CA 90074- 8270	6/30/01, Lease Agreement No. 60628, Tradeshow booth <hr/> Value Unknown	X	\$110,159.00	Unknown
Fremont Communications I Side-by-Side, L.P. c/o Don Sledge 199 Fremont Street San Francisco, CA 94105	3/20/02, Series C Bridge loanholders, first priority security interest in all of the assets <hr/> Value Unknown	X	\$979.00	Unknown
Fremont Communications I, L.P. c/o Don Sledge 199 Fremont Street San Francisco, CA 94105	3/20/02, Series C Bridge loanholders, first priority security interest in all of the assets <hr/> Value Unknown	X	\$51,650.00	Unknown
Gables Limited c/o Marc St. John 40 rue La Perouse 75116, Paris FRANCE	3/20/02, Series C Bridge loanholders, first priority security interest in all of the assets <hr/> Value Unknown	X	\$236,830.00	Unknown
Hewlett Packard Financial Svcs P.O. Box 403265 Atlanta, GA 30384	6/25/01, Finance Agreement Number AS2037, Engineering equipment <hr/> Value Unknown	X	\$20,510.00	Unknown
NetApp Financial Solutions P.O. Box 8500-9805 Philadelphia, PA 19178- 9805	6/15/01, Lease Agreement No. 021-01113150-000, Database servers and disk arrays <hr/> Value Unknown	X	\$4,400.00	Unknown
Nextcom Venture Partners c/o Ahmed Saeed 8000 Towers Crescent Drive, Suite 1220 Vienna, VA 22182	3/20/02, Series C Bridge loanholders, first priority security interest in all of the assets <hr/> Value Unknown	X	\$8,369.00	Unknown

Subtotal:  
(Total of this page) \$496,052.00



Peery-Arnliaga File 1504 San Francisco, CA 94160	7/23/02, Lease Agreement, Rental security deposit  Value: \$2,102.00	X	\$3,914.30	\$1,812.30
Pentech Financial 310 West Hamilton Avenue Campbell, CA 95008	9/1/01, Equipment Financing Agreement No. 200941, Computer equipment and software  Value Unknown	X	\$194,062.00	Unknown
Polaris Venture Partners Founders' Fund II, L.P. c/o William Bilodeau 1000 Winter Street, Suite 3350 Waltham, MA 02541	3/20/02 & 4/3/02, Series C Bridge loanholders, first priority security interest in all of the assets  Value Unknown	X	\$4,470.00	Unknown
Polaris Venture Partners II, L.P. c/o William Bilodeau 1000 Winter Street, Suite 3350 Waltham, MA 02541	3/20/02 & 4/3/02, Series C Bridge loanholders, first priority security interest in all of the assets  Value Unknown	X	\$159,618.00	Unknown
Second Avenue Partners c/o Keith D. Grinstein 1000 Second Avenue, Suite 1200 Seattle, WA 98104	3/20/02, Series C Bridge loanholders, first priority security interest in all of the assets  Value Unknown	X	\$10,526.00	Unknown
TL Ventures Interfund L.P. c/o Massoud Entekahbi The Annex Building 3110 Main Street Santa Monica, CA 90405- 5354	3/20/02, Series C Bridge loanholders, first priority security interest in all of the assets  Value Unknown	X	\$2,505.00	Unknown
TL Ventures V L.P. c/o Massoud Entekahbi The Annex Building 3110 Main Street Santa Monica, CA 90405- 5354	3/20/02, Series C Bridge loanholders, first priority security interest in all of the assets  Value Unknown	X	\$144,855.00	Unknown
Transamerica Technology Finance 76 Batterson Park Road Farmington, CT 06032	3/20/02, Subordination and Intercreditor Agreement, second priority security interest in all of the assets  Value Unknown	X	\$2,635,877.00	Unknown
Venable, Baeljer & Howard, LLP PO Box 630798 Baltimore, MD 21263-0798	9/30/02, Escrow Agreement, Escrow security deposit  Value: \$6,940.00	X	\$106,917.33	\$98,977.33

Subtotal:

(Total of this page)

Total:

\$3,261,744.63

\$4,825,899.63

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