

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Beumaris Networks, Inc.	10/14/2011

RECEIVING PARTY DATA

Name:	Cisco Systems, Inc.
Street Address:	170 West Tasman Drive
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95134

PROPERTY NUMBERS Total: 8

Property Type	Number
Application Number:	13024849
Application Number:	12781961
Application Number:	12913260
Application Number:	61405042
Application Number:	12956236
Application Number:	13006763
Application Number:	13070758
Application Number:	61491472

CORRESPONDENCE DATA

Fax Number: (650)938-5200
 Phone: 6503357291
 Email: aeidinger@fenwick.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Dohyun Ahn
 Address Line 1: Fenwick & West LLP

CH \$320.00 13024849

Address Line 2: 801 California Street
Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER: 23673-02044

NAME OF SUBMITTER: Dohyun Ahn

Total Attachments: 18

source=security_agreement#page1.tif
source=security_agreement#page2.tif
source=security_agreement#page3.tif
source=security_agreement#page4.tif
source=security_agreement#page5.tif
source=security_agreement#page6.tif
source=security_agreement#page7.tif
source=security_agreement#page8.tif
source=security_agreement#page9.tif
source=security_agreement#page10.tif
source=security_agreement#page11.tif
source=security_agreement#page12.tif
source=security_agreement#page13.tif
source=security_agreement#page14.tif
source=security_agreement#page15.tif
source=security_agreement#page16.tif
source=security_agreement#page17.tif
source=security_agreement#page18.tif

SECURITY AGREEMENT

This SECURITY AGREEMENT (this "*Agreement*"), dated as of October ¹⁴, 2011, is made by and between Beaumaris Networks, Inc., a Delaware corporation ("*Grantor*"), and Cisco Systems, Inc., a California corporation ("*Secured Party*").

Grantor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) As used in this Agreement, the following terms shall have the following meanings:

"*Accounts*" means any and all of Grantor's accounts, as such term is defined in Article 9 of the UCC.

"*Chattel Paper*" means any and all of Grantor's chattel paper, as such term is defined in Article 9 of the UCC, including all Electronic Chattel Paper.

"*Collateral*" has the meaning set forth in Section 2(a).

"*Commercial Tort Claims*" means any and all of Grantor's commercial tort claims, as such term is defined in Article 9 of the UCC.

"*Deposit Accounts*" means any deposit account, as such term is defined in Article 9 of the UCC, maintained for the benefit of Grantor, whether or not restricted or designated for a particular purpose.

"*Documents*" means any of Grantor's documents, as such term is defined in Article 9 of the UCC.

"*Electronic Chattel Paper*" means any and all of Grantor's electronic chattel paper, as such term is defined in Article 9 of the UCC.

"*Equipment*" means any and all of Grantor's equipment, including any all fixtures, as such terms are defined in Article 9 of the UCC.

"*Event of Default*" has the meaning set forth in Section 7.

"*General Intangibles*" means any and all of Grantor's general intangibles, as such term is defined in Article 9 of the UCC, including without limitation, all Intellectual Property Rights.

"*Goods*" mean any and all of Grantor's Goods, as such term is defined in Article 9 of the UCC.

"*Instruments*" means any and all of Grantor's instruments, as such term is defined in Article 9 of the UCC.

“Intellectual Property Rights” means all intellectual property rights of any nature or character including, without limitation, and whether domestic or foreign: (A) all patents and patent applications (collectively, the **“Patents”**), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (B) all copyrights and applications for copyright, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and whether registered or unregistered, and all other rights and works of authorship, all rights, claims and demands in any way relating to any such copyrights or works, including all licenses related to the foregoing and all income, royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright; (C) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; and (D) all trade secrets, trade dress, trade styles, logos, other source of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates and catalogs.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

“*Permitted Liens*” means: (A) statutory liens for taxes that are not yet due and payable or liens for taxes being contested in good faith by any appropriate proceedings for which adequate reserves have been established; (B) statutory liens to secure obligations to landlords, lessors or renters under leases or rental agreements; (C) deposits or pledges made in connection with, or to secure payment of, workers’ compensation, unemployment insurance or similar programs mandated by applicable law; (D) statutory liens in favor of carriers, warehousemen, mechanics and materialmen, to secure claims for labor, materials or supplies and other like liens; (E) liens in favor of customs and revenue authorities arising as a matter of applicable law to secure payments of customs duties in connection with the importation of goods; (F) any non-exclusive contract with respect to any Intellectual Property Rights entered into by Grantor in the ordinary course of its business consistent with past practice; and (G) encumbrances that are not material in character, amount or extent and do not materially interfere with the use or operation of the property subject thereto.

“*Person*” means an individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, governmental agency or authority, or any other entity of whatever nature.

REDACTED

REDACTED

SECTION 2. Security Interest.

(a) As security for the payment and performance of the Obligations, Grantor hereby grants to Secured Party a first priority security interest in all of Grantor's right, title and interest in, to and under the following property and assets, wherever located and whether now existing or owned or hereafter acquired or arising (collectively, the "*Collateral*"): (i) all Accounts; (ii) all Chattel Paper; (iii) all Commercial Tort Claims; (iv) all Deposit Accounts; (v) all Documents; (vi) all Equipment; (vii) all General Intangibles; (viii) all Instruments; (ix) all Inventory; (x) all Investment Property; (xi) all Letters of Credit and Letters of Credit Rights, (xii) all other Goods not covered in clauses (i) through (xi) of this paragraph, (xiii) all money, and all products and Proceeds of any and all of the property and assets set forth in items (i) through (xiii) of this paragraph, and all Supporting Obligations of any and all of such property and assets.

(b) Anything herein to the contrary notwithstanding, (i) Grantor shall remain liable under any contracts, agreements and other documents included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by Secured Party of any of the rights hereunder shall not release Grantor from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral, and (iii) Secured Party shall not have any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

(c) Notwithstanding the foregoing provisions of this Section 2, the grant of a security interest as provided herein shall not extend to, and the term "*Collateral*" shall not include, any General Intangibles of Grantor (whether owned by Grantor or held by Grantor as licensee or lessee, or otherwise), to the extent that (i) such General Intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (ii) such consent has not been obtained; provided, however, that the foregoing grant of security interest shall extend to, and the term "*Collateral*" shall include (A) any and all proceeds of any General Intangibles which are otherwise excluded under this paragraph (c) to the extent that the assignment or encumbrance of such proceeds is not so restricted, and (B) upon obtaining the consent of any such licensor, lessor or other applicable party's consent with respect to any such otherwise excluded General Intangibles (but without obligating Grantor to obtain such consent), such General Intangibles as well as any and all proceeds thereof that might have theretofore have been excluded from such grant of a security interest and the term "*Collateral*."

(d) This Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 21 hereof.

SECTION 3. Financing Statements, Etc. Grantor shall execute and deliver to Secured Party concurrently with the execution of this Agreement, and at any time and from time to time thereafter, all REDACTED assignments (including patent assignments or other documents suitable for recordation with the United States Patent and Trademark Office to evidence the security interest in the Patents, REDACTED

Without limiting the foregoing provisions of this Section 3:

REDACTED

REDACTED

SECTION 4. Representations and Warranties. Grantor represents and warrants to Secured Party that:

REDACTED

REDACTED

(c) All of Grantor's U.S. and foreign patents and patent applications, registered copyrights, applications for copyright, trademarks, service marks and trade names (whether registered or unregistered), and applications for registration of such trademarks, service marks and trade names, are set forth in Schedule 4(c) hereto.

REDACTED

R
E
D

C
T
E
D

SECTION 5. Covenants. Until this Agreement has terminated in accordance with Section 18 hereof, Grantor agrees to do the following:

R
E
D
A

T
E
D

(f) Grantor shall not surrender or lose possession of (other than to Secured Party), sell, lease, rent, or otherwise dispose of or transfer any of the Collateral or any right or interest therein or allow or suffer any Intellectual Property Rights to become abandoned, except that Grantor may dispose of equipment which is obsolete or no longer useful to its business and may collect Instruments and Accounts in the ordinary course of its business and grant non-exclusive licenses permitted in Section 5(m); provided that no such disposition or transfer of

Collateral consisting of Investment Property or Instruments shall be permitted while any Event of Default exists and no exclusive licenses of Intellectual Property Rights shall be made.

(g) REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(m) Grantor shall not enter into any material agreement (including any license or royalty agreement) pertaining to any Intellectual Property Rights, other than non-exclusive licenses thereto granted in the ordinary course of its business consistent with past practices.

(n) Grantor shall deposit all money (including without limitation all cash proceeds of Accounts, Letters of Credit, Letters of Credit Rights and Instruments and proceeds of licensing of Intellectual Property received or collected) in the Deposit Accounts identified in Schedule 4(f) hereto, shall give Secured Party immediate notice of the establishment of any new Deposit Account and any new Securities Account with respect to any investment property, and shall take all other action, as any Secured Party may reasonably request, to perfect and to continue to perfect, maintain the priority of or provide notice of the security interest of Secured Party in such Deposit Accounts.

R
E
D
A
C
T
E
D

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED
REDACTED

SECTION 8. Future Rights. Except as otherwise expressly agreed to in writing by Secured Party and subject to Section 5(o) of this Agreement, if and when Grantor shall obtain rights to any new Intellectual Property Rights, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any Intellectual Property Rights, or any improvement of any Intellectual Property Rights, which Intellectual Property Rights if existing at the date hereof would be within the scope of Section 2, the provisions of Section 2 shall automatically apply thereto. Grantor shall give to Secured Party thirty (30) days advance notice of any registrations or applications Grantor may make or obtain to any Intellectual Property Rights. Grantor shall do all things deemed necessary or reasonably advisable by Secured Party to ensure the attachment, perfection, priority and enforceability of the security interests of Secured Party in such future acquired Intellectual Property Collateral. Grantor hereby authorizes Secured Party to modify, amend, or supplement the Exhibits hereto and to re-execute this Agreement or from time to time on Grantor's behalf and as its attorney-in-fact to include any such future Intellectual Property Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Exhibits to be filed with the United States Patent and Trademark Office as appropriate.

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Signature Page Next]

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

GRANTOR:

BEAUMARIS NETWORKS, INC.

By: 

Name: Conrad Clemson

Title: Chief Executive Officer

SECURED PARTY:

CISCO SYSTEMS, INC.

By: 

Name: Ned Hooper

Title: Senior Vice President,

Chief Strategy Officer

[SIGNATURE PAGE TO SECURITY AGREEMENT]

SCHEDULES TO SECURITY AGREEMENT

Schedule 4(a): All Trade Names And Fictitious Names Under Which Grantor At Any Time In The Past Has Conducted Or Presently Conducts Its Business Operations.

BNI Video

Schedule 4(c): List of Intellectual Property (see Section 4(c) for details).

Patents

The Company has filed the following regular patent applications in the United States:

Docket #	Title	Status	Owner	Assignments Filed	Application #	Date Filed	Publication #	Date Published	Priority Date
BMN10-02	MULTI-SERVICE BANDWIDTH ALLOCATION	Pending	Beaumaris Networks Inc. D/B/A BNI Video	Yes	13/024,849	2/10/2011	US-2011-0197239-A1	8/11/2011	2/11/2010
BMN10-04	METHODS, APPARATUS AND COMPUTER READABLE MEDIUM FOR MANAGED ADAPTIVE BIT RATE FOR BANDWIDTH RECLAMATION	Pending	Beaumaris Networks Inc.	Yes	12/781,961	5/18/2010	US-2010-0298552-A1	11/25/2010	11/2/2009
BMN10-05	DISTRIBUTED RESOURCE MANAGMENT	Pending	Beaumaris Networks Inc. D/B/A BNI Video	Yes	12/913,260	10/27/2010	US-2011-0106950-A1	5/5/2011	11/2/2009
BMN10-06p	IP DEVICE CONTROL OF QAM VIDEO DELIVERY	Pending		No	81/405,042	10/20/2010			
BMN10-07	DYNAMIC SERVICE GROUP DISCOVERY	Pending	Beaumaris Networks Inc. D/B/A BNI Video	Yes	12/956,236	11/30/2010	US-2011-0131625-A1	6/2/2011	12/1/2009
BMN10-08	MANAGEMENT AND USE OF CHANNEL CONFIGURATION INFORMATION	Pending	Beaumaris Networks Inc. D/B/A BNI Video and Time Warner Cable Inc.	Yes	13/006,763	1/14/2011	US-2011-0173304-A1	7/14/2011	1/14/2010
BMN11-01	WORK-FLOW BASED SESSION MANAGEMENT	Pending	Beaumaris Networks Inc.	Yes	13/070,758	3/24/2011			3/24/2010

BMN11-02P	URL TRANSFORMATION IN CDN ELEMENT ROUTING	Pending	No	61/491,472	5/31/2011			
-----------	---	---------	----	------------	-----------	--	--	--

The Company has filed the following patent applications outside of the United States:

Docket #	Title	Status	Owner	Assignments Filed	Country	Application #	Date Filed	Priority Date
BMN10-02PCT	MULTI-SERVICE BANDWIDTH ALLOCATION	Pending	Beaumaris Networks Inc. D/B/A BNI Video	Yes	PCT	PCT/US2011/24386	2/10/2011	2/11/2010
BMN10-04PCT	METHODS, APPARATUS AND COMPUTER READABLE MEDIUM FOR MANAGED ADAPTIVE BIT RATE FOR BANDWIDTH RECLAMATION	Pending	Beaumaris Networks Inc.	Yes	PCT	PCT/US2010/35289	5/18/2010	5/19/2010
BMN10-05PCT	DISTRIBUTED RESOURCE MANAGMENT	Pending	Beaumaris Networks Inc. D/B/A BNI Video	Yes	PCT	PCT/US2010/054965	11/1/2010	11/2/2009
BMN10-07PCT	DYNAMIC SERVICE GROUP DISCOVERY	Pending	Beaumaris Networks Inc. D/B/A BNI Video	Yes	PCT	PCT/US2010/58419	11/30/2010	12/1/2009
BMN10-08PCT	MANAGEMENT AND USE OF CHANNEL CONFIGURATION INFORMATION	Pending	Beaumaris Networks Inc. D/B/A BNI Video and Time Warner Cable Inc.	Yes	PCT	PCT/US2011/21280	1/14/2011	1/14/2010
BMN11-01PCT	WORK-FLOW BASED SESSION MANAGEMENT	Pending	Beaumaris Networks Inc.	Yes	PCT	PCT/2011/029821	3/24/2011	3/24/2010

REDACT

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

REDACTED

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

REDACTED
CTED

REDACTED	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

	REDACTED	
--	----------	--

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]