

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
TriplePoint Capital LLC	07/24/2012
RECEIVING PARTY DATA	
Name:	PureWave Networks, Inc.
Street Address:	2660 Marine Way
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	10893821
Patent Number:	7263335
Application Number:	11196804
Application Number:	11783375
Application Number:	11878055
Application Number:	11892742
Application Number:	11892743
CORRESPONDENCE DATA	
Fax Number:	6175231231
Phone:	617-570-1000
Email:	rthomas@goodwinprocter.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Ryan E. Thomas
Address Line 1:	Goodwin Procter LLP
Address Line 2:	Exchange Place, 53 State Street
Address Line 4:	Boston, MASSACHUSETTS 02109-2881

OP \$280.00 10893821

PATENT

ATTORNEY DOCKET NUMBER:	126002-205981
NAME OF SUBMITTER:	Ryan E. Thomas
<b>Total Attachments: 5</b> source=PureWave - Executed IP Security Release#page1.tif source=PureWave - Executed IP Security Release#page2.tif source=PureWave - Executed IP Security Release#page3.tif source=PureWave - Executed IP Security Release#page4.tif source=PureWave - Executed IP Security Release#page5.tif	

## TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is made this 24th day of July, 2012 (the "Release Date") by TriplePoint Capital LLC, a Delaware limited liability company (the "Secured Party"), for the benefit of PureWave Networks, Inc., a Delaware corporation (the "Debtor").

WHEREAS, the Debtor has entered into that certain Plain English Growth Capital Loan and Security Agreement with Secured Party, dated as of November 16, 2007 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, the Debtor has entered into that certain Plain English Intellectual Property Security Agreement, dated as of April 13, 2010 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to all of Debtor's right, title and interest in, to and under the following, whether now existing or hereafter acquired (all of the following items of property will be collectively referred to as the "Intellectual Property Collateral"): (a) all Patents, Patent Licenses, and Patent applications, including specifically those listed in attached Exhibit A together with any reissues, divisions, continuations, renewals, extensions and continuations thereof (the "Patents"), (b) all Trademarks, Trademark Licenses and trademark applications, including specifically those listed in attached Exhibit B together with any renewals thereof (the "Marks") (c) all Copyrights, Copyright Licenses, and applications for Copyrights, (d) the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and (e) all Proceeds.

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office (the "USPTO") notices of security interests in the Marks and Patents; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Loan Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Intellectual Property Collateral, and the Secured Party desires to release its security interest in the Intellectual Property Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests and any other rights, title and interest it has in, to and under the Intellectual Property Collateral granted to Secured Party by the Debtor under the Loan Agreement and Security Agreement.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.

3. Revocation of Power of Attorney. The appointment of the Secured Party as the Debtor's attorney, as set forth in the Security Agreement, is hereby revoked.


4. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

5. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement and/or the Security Agreement, as applicable.

[Signature pages follow]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

TRIPLEPOINT CAPITAL LLC

By:   
Name: Kevin W. Thorne  
Title: SVP Compliance & Legal Administration

## **EXHIBIT A**

### **The Patents**

<b><u>Application/Patent Number</u></b>	<b><u>Filing/Issue Date</u></b>	<b><u>Country</u></b>
10/893,821	19-Jul-2004	U.S.A.
7,263,335	28-Aug-2007	U.S.A.
11/196,804	3-Aug-2005	U.S.A.
11/783,375	9-Apr-2007	U.S.A.
11/878,055	20-Jul-2007	U.S.A.
11/892,742	27-Aug-2007	U.S.A.
11/892,743	27-Aug-2007	U.S.A.
683/DELNP/2007	25-Jan-2007	India
200580031524.6	18-Jul-2005	China
05772190.4	18-Jul-2005	European Patent Convention
2007-7001677	23-Jan-2007	Korea

**EXHIBIT B**

**The Trademarks**

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
PUREWAVE NETWORKS	3,412,821	15-Apr-2008
PUREWAVE NETWORKS [& Design]	3,450,898	17-Jun-2008