

09-11-2003

9-11-03

FORM PTO-1594

(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commission

original documents or copy thereof.



102547003

1. Name of conveying party(ies):
MAPLE TREE NETWORKS, INC.

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation - State: DELAWARE
Other:

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

3. Nature of Conveyance:

[] Assignment [] Merger
[X] Security Agreement [] Change of Name
[] Other

Execution Date: September 5, 2003

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

Name: COMERICA BANK
Address: 9920 S. LA CIENEGA BLVD., SUITE 1401
City: INGLEWOOD State: CA Zip: 90301

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,307,873

Additional numbers attached? [] Yes [X] No

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

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
4365 Executive Drive, Suite 1100
San Diego, California 92121-2133

6 Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00

[X] Enclosed

[] Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

September 10, 2003
Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

09/11/2003 6TON11 00000180 2307873

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1090371.994000

TRADEMARK
REEL: 002822 FRAME: 0122

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 5, 2003 by and between COMERICA BANK ("Bank") and MAPLETREE NETWORKS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein without definition are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

At such time as all of the Obligations have been fully satisfied by Grantor and Bank has no further obligation to make credit extensions to Grantor, this Intellectual Property Security Agreement shall automatically terminate without the need for any further action by the parties hereto, all rights in and to the Intellectual Property Collateral shall automatically revert to and be re-vested in the Grantor, and, if applicable, Bank shall, upon written request and at the expense of the Grantor, execute and deliver to the Grantor all assignments and other instruments as may be necessary or proper to reconvey to the Grantor the entire right, title and interest to the Intellectual Property Collateral previously granted to Bank hereby, as fully as if this Intellectual Property Security Agreement

had not been made, subject to any disposition of all or any part thereof that may have been made by Bank pursuant hereto or pursuant to the Loan Agreement.

Grantor represents and warrants to Bank that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principals of conflicts of law. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MAPLETREE NETWORKS, INC.

Address of Grantor:

315 Norwood Park South
Norwood, MA 02062

Attn: Chief Financial Officer

By:  _____

Title: CEO _____

BANK:

COMERICA BANK

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401
Inglewood, CA 90301

Attn: Manager

By:  _____

Title: Senior Vice President _____

EXHIBIT A

Copyrights

Registration
Number

Registration
Date

Description

Gray Cary\PA\10309887.2
1090371-900000

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

Gray Cary\PA\10309887.2
1090371-900000

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Mapletree Networks	2,307,873	01/11/00

Gray Cary\PA\10309887.2
1090371-900000