

2061-0011 (exp. 10/94)
E 2/16/99
Settings

WRD
3-3-99

RECORDATION FORM COVER SHEET
TRADEMARKS



101168497

COMMERCE
Trademark Office

11-19-1999

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

1. Name of conveying party(ies):

Minix Networks Corp

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

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

Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date:

2. Name and address of receiving party(ies)

Name: SJLJCON VALLEY BANK

Internal Address: MAJL SORT HG150

Street Address: 3001 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

- 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 No

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

A. Trademark Application No.(s)

See attached Exhibit C

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: SJLJCON VALLEY BANK

Internal Address: MAJL SORT HG150

Street Address: 3001 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

3/24/1999 INDIEN 00000009 OPTIMAL NETWORK

1 FC:630

20.00 DP

DO NOT USE THIS SPACE

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 20.00

Enclosed

#8008

Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Amey Little

Name of Person Signing

Signature

Signature

2/25/99

Date

Total number of pages including cover sheet, attachments, and documents: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Room 1000

TRADEMARK

REEL: 001959 FRAME: 0684

EXHIBIT C

Trademarks

Description

Optimal Application Expert

Registration/Application Number

75/260343

TRADEMARK
REEL: 001959 FRAME: 0685

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 4, 1999 by and between SILICON VALLEY BANK ("Bank") and OPTIMAL NETWORKS CORPORATION, a California corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 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, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby agrees as follows:

AGREEMENT

To secure its Obligations to Bank under the Loan Agreement, 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 Schedules 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

PA\874487.2
1190989-900000

1

TRADEMARK
REEL: 001959 FRAME: 0686

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.

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

GRANTOR:

Address of Grantor:

2454 Charleston Road
Mountain View, CA 94043

Attn: Chief Financial Officer

OPTIMAL NETWORKS CORPORATION

By:

Title:

Maurice Sauter
PRESIDENT + CEO
2-19-1999

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054
Attn: Scott Wiebe

SILICON VALLEY BANK

By:

Title:

Scott Wiebe
AVP

EXHIBIT A

Copyrights

~ NONE ~

TRADEMARK
REEL: 001959 FRAME: 0688

EXHIBIT B

Patents

Description

Method & apparatus for optimizing coputer networks;
M. Livan

Automatic identification of application protocols
through dynamic mapping application-port
associations; J. Graham-Cumming

Bounce Diagram: A user interface for graphical
Explanation of packet trace information; Schaffer, S.

Visual thread diagram; M. Cartsonis, et al

Registration/Application Number

US Patent 5,598,532

US Patent Application 08/884,396

US Patent Application 08/893,345
International PCT/US98/14643

Number not yet assigned

RECORDED: 07/16/1999

TRADEMARK
REEL: 001959 FRAME: 0689