

12-07-2001



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Narad Networks, Inc. 12-4-01 DEC 04 2001 PATENT AND TRADEMARK OFFICE

2. Name and address of receiving party(ies) Name: Silicon Valley Bank DBA: Silicon Valley East Internal Address: Street Address: 3003 Tasman Drive City: Santa Clara State: CA Zip: 95054

3. Nature of conveyance: [X] Security Agreement [] Change of Name Execution Date: November 21, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/126,203 76/167,381 76/233,866 76/152,484 76/171,724 76/321,415 76/158,804 76/233,867

B. Trademark Registration No.(s) Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christopher E. Kondracki Internal Address: Street Address: 2001 Jefferson Davis, Hwy., Suite 505 City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved: 8 7. Total fee (37 CFR 3.41) \$ 215.00 [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. Christopher E. Kondracki Signature Date 12/4/01

12/06/2001 6TON11 00000028 76126203 01 FC:481 02 FC:482 40.00 DP 175.00 DP

Total number of pages including cover sheet, attachments, and document: 23 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Receiving Party(es)

GATX Venture Partners
3687 Mt. Diablo Blvd.
Suite 200
Lafayette, CA 94549

Commvest, LLC
20 William Street
Wellesley, MA 02481

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 21 day of November, 2001 by and between **NARAD NETWORKS, INC.**, a Delaware corporation with its principal place of business at 515 Groton Road, Westford, Massachusetts 01886 ("Grantor"), and **SILICON VALLEY BANK**, as Agent and Lender, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462, doing business under the name "Silicon Valley East" ("SVB"), **GATX VENTURES, INC.**, as a Lender, a Delaware corporation with its principal place of business at 3687 Mt. Diablo Blvd., Suite 200, Lafayette, California 94549 ("GATX"), **COMMVEST, LLC**, a Massachusetts limited liability company with its principal place of business at 20 William Street, Wellesley, Massachusetts 02481 ("CommVest") (hereinafter, SVB, GATX and Commvest shall be referred to, individually and collectively, as the "Lender").

RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Equipment Loan and Security Agreement dated as of November 21, 2001 between Grantor and Lender, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 (as defined therein).

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 Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender (hereinafter, the "Indebtedness"), under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **EXHIBIT A** attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **EXHIBIT B** attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **EXHIBIT C** attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on **EXHIBIT D** attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on **EXHIBIT E** attached hereto; and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. **Authorization and Request.** Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. **Covenants and Warranties.** Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now and thereafter shall be the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take after thirty (30) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, to be exercised upon the occurrence of an Event of Default with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or

to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or any document from Grantor to Lender; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence and continuance of an Event of Default and such license shall terminate with the termination of this IP Agreement. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor terminations, releases, and other instruments reasonably requested by Grantor as may be necessary or proper.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This IP 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.

14. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. Confidentiality. Lenders agree to use the same degree of care to safeguard and prevent disclosure of confidential information as Lenders uses with its own confidential information, but in any event no less than a reasonable degree of care. Lenders shall not disclose such information to any third party (other than Lenders' or Lenders' partner's attorneys, governmental regulators, and auditors, or to a Lenders' subsidiaries and affiliates for the purposes of evaluating Lenders' rights under Section 6.13 hereof, subject to the same confidentiality obligation set forth herein) and shall use such information only for purposes of evaluation of its investment in Grantor and the exercise of Lenders' rights and the enforcement of their remedies under this Agreement and the other Loan Documents. The obligations of confidentiality shall not apply to any information that (a) was known to the public prior to disclosure by Grantor under this Agreement, (b) becomes known to the public through no fault of Lenders, (c) is disclosed to Lenders by a third party having a legal right to make such disclosure, or (d) is independently developed by Lenders. Notwithstanding the foregoing, Lenders' agreement of confidentiality shall not apply if any Lender has acquired indefeasible title to any Collateral or in connection with any enforcement or exercise of Lenders' rights and remedies under this Agreement following an Event of Default, including the enforcement of Lenders' security interest in the Collateral.

16. Termination of IP Agreement. The Lenders each hereby agree that, upon the occurrence of the Capitalization Event (as defined herein), provided that no Event of Default or Default has occurred and is continuing under the Loan Agreement, this IP Agreement shall be terminated and the Lenders' security interests in the Intellectual Property Collateral of the Grantor shall be released; provided, however, that the Negative Pledge Agreement shall remain in full force and effect until the Loan Agreement has been terminated and the Obligations have been repaid in full. For purposes of this Section, "Capitalization Event" shall mean the Grantor's receipt of at least Fifty Million Dollars (\$50,000,000.00) in cash, from the issuance of equity securities of the Grantor after April 1, 2001.

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

Address of Grantor:

515 Groton Road
Westford, MA 01886

GRANTOR:

NARAD NETWORKS, INC.

By: Dev Vrat Gupta

Name: Dev Vrat Gupta

Title: President

AGENT:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

**SILICON VALLEY BANK, d/b/a
SILICON VALLEY EAST**

By: _____

Name: _____

Title: _____

LENDERS:

GATX VENTURES, INC.

By: _____

Name: _____

Title: _____

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

Address of Grantor:

GRANTOR:

NARAD NETWORKS, INC.

By: _____

Name: _____

Title: _____

AGENT:

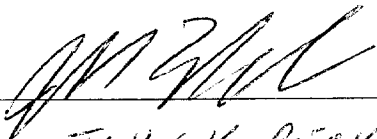
SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

SILICON VALLEY BANK, d/b/a
SILICON VALLEY EAST

By:  _____

Name: JOHN K. PICCOL

Title: VICE PRESIDENT

LENDERS:

GATX VENTURES, INC.

By: _____

Name: _____

Title: _____

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

Address of Grantor:

GRANTOR:

NARAD NETWORKS, INC.

By: _____

Name: _____

Title: _____

AGENT:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

**SILICON VALLEY BANK, d/b/a
SILICON VALLEY EAST**

By: _____

Name: _____

Title: _____

LENDERS:

GATX VENTURES, INC.

By: *Robert D. Pomeroy, Jr.*

Name: Robert D. Pomeroy, Jr.
Senior Vice President

Title: _____

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

Address of Grantor:

GRANTOR:

NARAD NETWORKS, INC.

By: _____

Name: _____

Title: _____

AGENT:

SILICON VALLEY BANK

By: Maggie Garcia

Name: Maggie Garcia

Title: Loan Admin. Team Leader

SILICON VALLEY BANK, d/b/a
SILICON VALLEY EAST

By: [Signature]

Name: JOHN K. PECK

Title: VICE PRESIDENT

LENDERS:

GATX VENTURES, INC.

By: _____

Name: _____

Title: _____

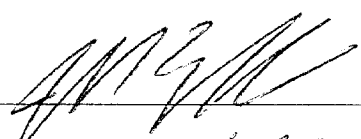
SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

SILICON VALLEY BANK, d/b/a
SILICON VALLEY EAST

By:  _____

Name: JOHN K. PEINK

Title: VICE PRESIDENT

COMMVEST, LLC

By: _____

Name: _____

Title: _____

656155.5

SILICON VALLEY BANK

By: Maggie Garcia

Name: Maggie Garcia

Title: Loan Admin. Team Leader

SILICON VALLEY BANK, d/b/a
SILICON VALLEY EAST

By: John K. Pink

Name: JOHN K. PINK

Title: VICE PRESIDENT

COMMVEST, LLC

By: _____

Name: _____

Title: _____

656155.5

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

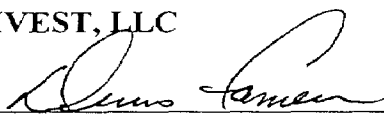
**SILICON VALLEY BANK, d/b/a
SILICON VALLEY EAST**

By: _____

Name: _____

Title: _____

COMMVEST, LLC

By: 

Name: Dennis Cameron

Title: President

656155.5

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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None.

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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None.

SCHEDULE C - UNREGISTERED COPYRIGHTS

(Where No Copyright Application is Pending)

<u>DESCRIPTION GRANTOR</u>	<u>DATE OF CREATION</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF ORIGINAL AUTHOR</u>	<u>DATE OF COPYRIGHT IS DIFFERENT</u>	<u>DATE OF PUBLIC DISTRIBUTION</u>	<u>DATE OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>
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None.

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated November 21, 2001.

EXHIBIT "B"

PATENTS

PATENT
DESCRIPTION

<u>Docket No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Status</u>
3070.1000-000 Broadband System With Intelligent Network Devices	USA	22SE2000	60/234,682	ABANDONED
3070.1000-001 Broadband System With Intelligent Network Devices	USA	26MR2001	60/278,811	FILED
3070.1000-002 Broadband System With Intelligent Network Devices	USA	13SE2001	09/952,374	FILED
3070.1000-003 Network Architecture For Intelligent Network Elements	USA	13SE2001	09/952,482	FILED
3070.1000-004 System And Method Of Assigning Network Data Packet Header	USA	13SE2001	09/952,479	FILED
3070.1000-005 System And Method For Call Admission Control	USA	13SE2001	09/952,327	FILED
3070.1000-006 System And Method For Mapping End User Identifiers To Access Device Identifiers	USA	13SE2001	09/952,480	FILED
3070.1000-007 System And Method For Message Transmission Based On Intelligent Network Element Device Identifier	USA	13SE2001	09/952,373	FILED
3070.1000-008 Broadband System Having Routing Identification Based Switching	USA	13SE2001	09/952,207	FILED
3070.1000-009 Broadband System Having Routing Identification Assignment	USA	13SE2001	09/952,306	FILED
3070.1000-010 Broadband System With Topology Discovery	USA	13SE2001	09/952,321	FILED

3070.1000-011 USA 13SE2001
Broadband System With QOS Based Packet Handling

09/952,322

FILED

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated November 21, 2001.

EXHIBIT "C"

TRADEMARKS

TRADEMARK
DESCRIPTION

<u>Trademark</u>	<u>Ctry</u>	<u>Serial No.</u>	<u>App Date</u>	<u>Status</u>
3070.0001-000 BROADBAND ECOSYSTEM	USA	76/126,203	12SE2000	INACTIVE
3070.0001-001 BROADBAND ECOSYSTEM	CHIN	2001032114	08MR2001	INACTIVE
3070.0001-002 BROADBAND ECOSYSTEM	CTM	002128841	01MR2001	INACTIVE
3070.0001-003 BROADBAND ECOSYSTEM	INDI	993701	01MR2001	INACTIVE
3070.0001-004 BROADBAND ECOSYSTEM	JAPA	2001018801	05MR2001	INACTIVE
3070.0001-005 BROADBAND ECOSYSTEM	KORS	20018147	06MR2001	INACTIVE
3070.0001-006 BROADBAND ECOSYSTEM	SING	T01/02992I	05MR2001	INACTIVE
3070.0001-007 BROADBAND ECOSYSTEM	TAIW	90007331	06MR2001	INACTIVE
3070.0003-000 NARAD NETWORKS	USA	76/152,484	24OC2000	FILED
3070.0003-001 NARAD NETWORKS	CANA	1087753	28DE2000	FILED
3070.0003-002 NARAD NETWORKS	CHIN	2001005625	09JA2001	FILED
3070.0003-003 NARAD NETWORKS	CTM	002025815	22DE2000	FILED
3070.0003-004 NARAD NETWORKS	HONG	279072000	27DE2000	FILED
3070.0003-005 NARAD NETWORKS	INDI	979056	22DE2000	FILED
3070.0003-006 NARAD NETWORKS	JAPA	2001-002493	17JA2001	FILED
3070.0003-007 NARAD NETWORKS	KORS	2000-59734	28DE2000	FILED
3070.0003-008 NARAD NETWORKS	MAYS	2000/18891	30DE2000	FILED

3070.0003-009 NARAD NETWORKS	SING	T0022074I	29DE2000	FILED
3070.0003-010 NARAD NETWORKS	TAIW	89075069	27DE2000	FILED
3070.0003-011 NARAD NETWORKS	THAI	443649	17JA2001	FILED
3070.0003-012 NARAD NETWORKS	VIET	N20005852	27DE2000	FILED
3070.0004-000 VIRTUAL FIBER	USA	76/158,804	27OC2000	FILED
3070.0004-001 VIRTUAL FIBER	CANA	1100254	20AP2001	FILED
3070.0004-002 VIRTUAL FIBER	CHIN	2001065624	23AP2001	FILED
3070.0004-003 VIRTUAL FIBER	CTM	002194306	17AP2001	FILED
3070.0004-004 VIRTUAL FIBER	HONG	60892001	18AP2001	FILED
3070.0004-005 VIRTUAL FIBER	INDI	N/A	11AP2001	FILED
3070.0004-006 VIRTUAL FIBER	JAPA	2001-037272	23AP2001	FILED
3070.0004-007 VIRTUAL FIBER	KORS	200116064	16AP2001	FILED
3070.0004-008 VIRTUAL FIBER	MAYS	2001/04855	18AP2001	FILED
3070.0004-009 VIRTUAL FIBER	SING	T0105427C	17AP2001	FILED
3070.0004-010 VIRTUAL FIBER	TAIW	90013828	13AP2001	FILED
3070.0004-011 VIRTUAL FIBER	THAI	451974	26AP2001	FILED
3070.0004-012 VIRTUAL FIBER	VIET	4200101758	23AP2001	FILED
3070.0007-000 INTELLIGENT TAP	USA	76/167,381	17NO2000	INACTIVE
3070.0008-000 NARAD NETWORKS & DESIGN	USA	76/171,724	28NO2000	FILED
3070.0008-001 NARAD NETWORKS & DESIGN	CTM	002249779	23MY2001	FILED
3070.0012-000 TURNS LAST MILE BOTTLENECKS INTO FIRST MILE SOLUTIONS	USA	76/233,867	02AP2001	FILED
3070.0012-001 TURNS LAST MILE BOTTLENECKS INTO FIRST MILE SOLUTIONS	CTM	002377737	06SE2001	FILED
3070.0014-000 THE FUTURE OF BROADBAND	USA	76/233,866	02AP2001	FILED
3070.0014-001 THE FUTURE OF BROADBAND	CTM	002377679	06SE2001	FILED

3070.0017-000
TRUE BROADBAND

USA

76/321,415

04OC2001

FILED

RESENDIZ7720/1.B2218360_1

TRADEMARK
REEL: 002404 FRAME: 0465

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated November, 2001.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK</u> <u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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None.

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated November 21, 2001.

EXHIBIT "E"

LICENSES

None.