

02-04-2002

FORM PTO-1595

U.S. DEPARTMENT OF COMMERCE

1-31-92

RI



EET

Patent and Trademark Office

1-29-02

101969046 ONLY

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

1. Name of conveying party(ies):

BROADLOGIC NETWORK TECHNOLOGIES, INC.

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

Name: Silicon Valley Bank

Internal Address: HG150 HA165

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

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other _____

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

Execution Date: November 19, 2001

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

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

If this document is being filed together with a new application, the execution date of the application is: 9

A. Trademark Application No.(s)

B. Trademark No.(s)

76-150,165

2,438,534

76-149,354

76-002,349

76-145,887

75-439-898

76-106,996

75-359,443

76-106,942

JAN 29 2002

Additional numbers attached? Yes x No

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

Name: Silicon Valley Bank

Internal Address: Loan Documentation HG150 HA165

6. Total number of applications and trademark involved: 5

7. Total fee (37 CFR 3.41): \$240.00

Enclosed

Authorized to be charged to deposit account

Street Address: 3003 Tasman Dr.

8. Deposit account number:

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

City: Santa Clara State: Ca ZIP: 95054

DO NOT USE THIS SPACE

02/04/2002 LMUELLER 00000018 76150165

01 FC:481

40.00 OP

02 FC:482

200.00 OP

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.

Jacquelyn Le

2/28/01
Date

Name of Person Signing

Total number of pages comprising cover sheet: 8

OMB No 0651-0011 (exp 4/94)

TRADEMARK
REEL: 002436 FRAME: 0327

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 20, 2001 by and between SILICON VALLEY BANK ("Bank") and BROADLOGIC NETWORK TECHNOLOGIES INC., 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 October __, 2001 (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, Patents, and Mask Works 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

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:

BROADLOGIC NETWORK TECHNOLOGIES
INC.

638 Gibraltar Court
Milpitas, California 95035

Attn: _____

By J. Freeman

Title: PRESIDENT & CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

By: _____

Title: _____

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:

BROADLOGIC NETWORK TECHNOLOGIES
INC.

638 Gibraltar Court
Milpitas, California 95035

By: _____

Attn: _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: J.R.M. Smith

Attn: _____

Title: SENIOR VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DESIGN ONLY	76-150,165	10/18/00
CONNECT THE DOTS	76-149,354	10/17/00
ATMOSWEB	76-145,887	10/10/00
VERSACAST	76-106,996	8/9/00
NETWORKING A GENERATION AHEAD	76-106,942	8/9/00
BROADLOGIC	2,438,534	3/27/01
TERRACAST	76-002,349	3/16/00
SATELLITE EXPRESS	75-439-898	2/25/98
SATELLITE EXPRESS	75-359,443	9/18/97

EXHIBIT D

Mask Works

Description

Registration/
Application
Number _____

Registration/
Application
Date _____