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DEPARTMENT OF COMMERCE 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):

MAPLETREE NETWORKS, INC.

5115102

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

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

2. Name and address of receiving party(ies)

Name: Comdisco, Inc.

Internal

Address:

Street Address: 6111 North River Road

City: Rosemont State: IL Zip: 60018

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

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 04/22/02

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

A. Trademark Application No.(s) 75/421.566

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: Darlene Haun, Legal Asst.

Street Address: 101 California Street

Suite 3900

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved:

1

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

20-0052

DO NOT USE THIS SPACE

9. Signature.

Darlene L. Haun, Legal Assistant

Name of Person Signing

Darlene Haun

Signature

5/13/02

Date

6

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/23/2002 6TON11 00000257 200052 75421566

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TRADEMARK REEL: 002512 FRAME: 0424

COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This Collateral Grant of Security Interest in Patents and Trademarks (this "Agreement") is made on this 22nd day of April, 2002, by and between MAPLETREE NETWORKS, INC., a Delaware corporation ("Grantor"), for the benefit of COMDISCO, INC. ("Grantee").

WHEREAS, Grantor owns an interest in the patents and applications for patents, and is a party to the patent licenses listed on Schedule A.

WHEREAS, Grantor own an interest in the trademarks and applications for trademarks, and is a party to the trademark licenses listed on Schedule B.

WHEREAS, pursuant to that certain Restructuring Agreement of even date herewith between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Restructuring Agreement"), whereby Grantee has agreed to restructure Grantor's obligations under that certain Subordinated Loan and Security Agreement dated as of August 13, 1999 (as the same may be amended, restated, modified and in effect from time to time, the "Loan Agreement"), and that certain Master Lease Agreement dated as of August 13, 1999, by and between Comdisco and Borrower (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Lease"), Grantor has granted to Grantee a security interest in all of Grantor's assets, including all right, title and interest of Grantor in, to and under all of Grantor's Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for Patents or Trademarks (each as defined in the Loan Agreement), all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all the obligations under the Loan Agreement and other Loan Documents, the Lease and the Restructuring Agreement (collectively, the "Secured Obligations").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of the Secured Obligations, Grantor hereby grants to Grantee a continuing security interest in all of Grantor's now existing or hereafter acquired right, title, and interest in, to and under all of the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising:

(a) all Patents, Patent Licenses, and applications for Patents, including those listed on Schedule A;

(b) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule B; and

(c) all Proceeds of the foregoing.

2. Authorization. Grantor hereby authorizes Grantee to file this Agreement with the U.S. Patent and Trademark Office and take any other actions necessary to perfect Grantee's security interest in the Intellectual Property Collateral. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. Security for Obligations. The security interest in the Intellectual Property Collateral is granted to secure the Secured Obligations under and pursuant to the Loan Agreement and other Loan Documents, the Lease and the Restructuring Agreement (collectively, the "Restructuring Documents"). Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Restructuring Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All capitalized terms and rules of construction used herein but not defined or established herein shall be applied herein as defined or established in the Loan Agreement.

4. Governing Law. This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of law principles hereof, and (where applicable) the laws of the United States of America.

5. Further Assurances. At any time and from time to time, upon the written request of Grantee, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Grantee may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and the Restructuring Documents, and of the rights and powers herein and therein granted, including, without limitation, the filing of any additional, supplemental, or amended Collateral Grant of Security Interest of Patents and Trademarks with the U.S. Patent and Trademark Office, or the filing of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or in any of the Restructuring Documents.

6. Grantee's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, subject to the terms of the Restructuring Documents, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name against any third parties to enforce Grantee's interests in and to the Intellectual Property Collateral, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute and deliver any and all proper documents, instruments or information that may be necessary or desirable to aid Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses, including reasonable attorneys' fees, incurred by Grantee in the exercise of the foregoing rights. Any recovery from such suits shall be applied by Grantee in the order or priorities set forth in Section 9 of the Loan Agreement.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantor and Grantee.

8. Binding Effect. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

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IN WITNESS WHEREOF, Grantor has duly executed this Collateral Grant of Security Interest in Patents and Trademarks as of the date first set forth above.

Grantor:

MAPLE TREE NETWORKS, INC.

Signature: 

Print Name: Sean Aruda

Title: President and Chief Executive Officer

SCHEDULE A

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND
TRADEMARKS BY MAPLE TREE NETWORKS, INC. FOR THE BENEFIT OF
COMDISCO, INC.**

PATENTS AND PATENT APPLICATIONS

PATENTS		
Patent Name	Status and Date Issued	Patent Number
None granted		

PATENT APPLICATIONS		
Name	Status and Date Filed	Application Number
System for and method of providing multiple channel access to a communications Network via a variety of protocols	8/13/1999	09/374,036
System for and method of recovering temporal alignment of digitally encoded speech transmitted over connectionless, best effort delivery packet-switched data networks	12/16/1999	09/464,421
System for and Method of Canceling Echos	5/4/2000	60/201,811
System for and Method of Canceling Echos	5/4/2001	09/849,062
Method and apparatus for Line Echo Cancellation	5/4/2001	09/849,851

PATENT LICENSES			
Name	Licensor	Licensee	Patent Number
None			

SCHEDULE B

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND
TRADEMARKS BY MAPLETREE NETWORKS, INC. FOR THE BENEFIT OF
COMDISCO, INC.**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS			
Name	Date Filed or Issued	Serial Number	Status
Mapletree Networks	1/22/1998	75-421,566	Reg. No. 2,307,873

TRADEMARK APPLICATIONS			
Name	Date Filed	Serial Number	Status
None			

TRADEMARK LICENSES			
Name	Licensor	Licensee	Number
None			