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06-17-1998



FORM PTO-1594
(Rev 5-93)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

<p>1. Name of conveying party(ies): Avirnex Communications Group</p> <p>Individual(s) citizenship:</p> <p>Association: General Partnership: Limited Partnership: Corporation - State: Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: May 18, 1998</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Silicon Valley Bank Address: 3003 Tasman Drive City: Santa Clara State: CA Zip: 95054</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other:</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application number(s) or trademark number(s):</p> <p>A. Trademark Application No.(s)</p> <p>75/190,066 75/286,858</p>	<p>B. Trademark Registration No.(s)</p> <p>3,059,686</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Erin O'Brien Internal Address: GRAY CARY WARE & FREIDENRICH 400 Hamilton Avenue Palo Alto, California 94301</p>	<p>6 Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 3.41) \$ 90.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>07-1907</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>

RECEIVED
JUN 19 1998
ASSIGNMENT

06/17/1998 INQUIRY 0000313 071907 75190066

DO NOT USE THIS SPACE

01 FC:481
02 FC:482 9. Statement of Significance.

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

June 8, 1998
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

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TRADEMARK
REEL: 1742 FRAME: 0125

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 18, 1998 by and between SILICON VALLEY BANK ("Bank") and AVIRNEX COMMUNICATIONS GROUP ("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 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

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:

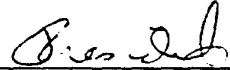
Address of Grantor:

AVIRNEX COMMUNICATIONS GROUP

101 Rowland Way, Third Floor
Novato, CA 94945

By: 

Attn: Chief Financial Officer

Title: 

BANK:

Address of Bank:

SILICON VALLEY BANK

1731 Embarcadero Road, Suite 220
Palo Alto, CA 94303
Attn: Mike Devery

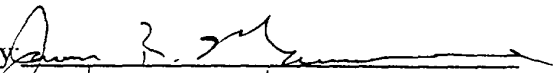
By: 
Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application Date

<u>Copyright</u>	<u>Registration Number</u>	<u>Registration Date</u>
AVIRNEX NETWORK EXCHANGE	TXu 677-311	22-May-95
<i>AVIRNEX TOOLBOX</i>		<i>22 May 95</i>

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EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application Date

NOT APPLICABLE - NO PATENTS

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TRADEMARK
REEL: 1742 FRAME: 0129

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application Date

<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
AVIRNEX & Design	74/585255	13-Oct-94	2059686	06-May-97
AVOX	75/190066	30-Oct-96	"	
AVOX AVIRNEX VIRTUAL OFFICE EXCHANGE & Design	75/286858	05-May-97	"	

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