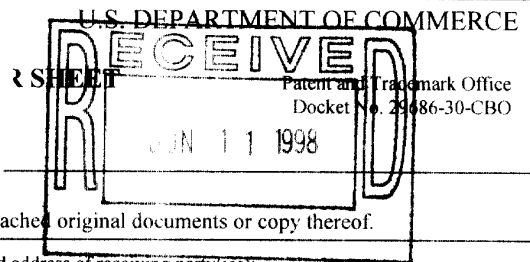


06-30-1998



100750558

6-11-98



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

1. Name of conveying party(ies):  
GLOBESPAN SEMICONDUCTOR INC.

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

A Delaware corporation

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

3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name  
☐ Other:

Execution Date: May 14, 1998

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

Name: BANKAMERICA BUSINESS CREDIT, INC.  
 Internal Address: Suite 900  
 Street Address: 55 South Lake Avenue  
 City: Pasadena, State: CA ZIP: 91101

- ☐ Individual(s) citizenship: \_\_\_\_\_  
☐ Association: \_\_\_\_\_  
☐ General Partnership: \_\_\_\_\_  
☐ Limited Partnership: \_\_\_\_\_  
☒ Corporation-State: Delaware  
☐ Other: \_\_\_\_\_

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

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

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

A. Trademark Application No.(s)

B. Registration No.(s)

75/413,708; 74/711,030; 75/461,142Additional numbers attached? ☐ Yes ☒ No

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

Carla B. Oakley  
 Morrison & Foerster LLP  
 425 Market Street  
 San Francisco, California 94105-2482

6. Total number of applications and trademark registrations involved: 3

7. Total fee (37 C.F.R. § 3.41): \$90.00 €

- ☒ Enclosed  
☐ Authorized to be charged to deposit account, referencing Attorney Docket 29686-30-CBO

8. Deposit account number: 03-1952 MBThe Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952**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.

Name: Carla B. Oakley

Carla B. Oakley  
 Signature

6-8-98  
 Date

Total number of pages comprising cover sheet, attachments and document: 11

06/29/1998 BCDATES 00000109 74413708

01 FC:481  
 02 FC:482

40.00 OP  
 50.00 OP

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

sf-519592

TRADEMARK  
 REEL: 1746 FRAME: 0406

## COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS (the "Agreement") is made and dated this 14th day of May, 1998 by and between GLOBESPAN SEMICONDUCTOR INC., a Delaware corporation, with its chief executive office at 100 Schulz Drive, Red Bank, New Jersey 07701 (the "Company") and BANKAMERICA BUSINESS CREDIT, INC., a Delaware corporation (the "Lender").

### RECITALS

A. Pursuant to that certain Loan and Security Agreement dated as of even date herewith by and between the Company and the Lender (as the same may be amended, extended and replaced from time to time, the "Credit Agreement"), the Lender has agreed to extend credit to the Company subject to the conditions set forth therein. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

B. Pursuant to the Credit Agreement, the Company has granted to the Lender a first priority security interest in certain assets of the Company, including, without limitation, all copyrights, patents, trademarks, service marks, trade names, mask works, goodwill, licenses and other intellectual property owned by the Company or used in the Company's business.

C. The parties hereto desire to supplement the Credit Agreement as it relates to certain of such intellectual property consisting generally of trademarks and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. Confirmation of Grant of Security Interest. The Company hereby confirms the grant of the security interest, pledge, assignment and mortgage set forth in the Credit Agreement and acknowledges that the Collateral described therein includes, without limitation, all of the Company's right, title and interest in the following (the "Marks"):

(a) All trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and other source, product and business identifiers pertaining to the products, services and business of the Company, whether now owned or hereafter acquired, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time with the consent of the Lender:

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell any items disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising rights (but not any obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(f) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing;

(g) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations conducted under the name of or in connection with the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising rights (but not any obligation) to sue or bring opposition or cancellation proceedings in the name of the Company or the Lender for past, present and future infringements of any of the foregoing;

(j) All products and Proceeds of any of the foregoing.

2. Restrictions on Future Agreements. The Company agrees that until the Obligations have been satisfied in full and the Credit Agreement has been terminated, except as permitted by the Credit Agreement the Company shall not, without the Lender's prior written consent, abandon any Marks or enter into any agreement, including, without limitation, any license agreement, which is inconsistent with the Company's obligations under this Agreement, and the Company further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of the Lender under this Agreement.

3. New Marks. The Company represents and warrants that the Marks listed on Schedule I constitute all of the Marks now owned by the Company and that the Company is the sole owner thereof. If, before the Obligations have been satisfied in full, the Debtor shall (i) obtain rights to any new Marks, or (ii) become entitled to the benefit of any Marks, the provisions of Section 2 hereof shall automatically apply thereto and the Company shall give to the Lender prompt written notice of any such event. The Company hereby authorizes the Lender

to modify this Agreement by amending Schedule I to include any future Marks or any applications or registrations therefor not listed thereon, in which the Company has rights under Section 1 hereof or under this Section 3.

4. Royalties; Terms. The Company hereby agrees that the Lender's rights in all Marks shall be worldwide and without any liability for royalties or other related charges from the Lender to the Company. The term of the Lender's security interest in the Marks shall extend until such time as all of the Obligations have been paid in full and the Credit Agreement has been terminated.

5. Additional Covenants. In addition to all covenants and agreements set forth in the Credit Agreement, the Company agrees (i) not to sell or assign the interest in, or grant any license under, the Marks, except in the ordinary course of business and on commercially reasonable terms, without obtaining the prior written consent of the Lender; (ii) to maintain all records with respect to the Marks at its address set forth on the first page hereof and not to change the location where such records are maintained without giving the Lender prior written notice thereof; (iii) to inform the Lender promptly of any event or circumstance materially adversely affecting the Marks, the value thereof or the Company's or Lender's rights therein or thereto; and (iv) to furnish the Lender with current versions of Schedule I upon request.

6. Duties of the Company. The Company shall have the duty (i) to prosecute diligently any application for Marks pending as of the date hereof or thereafter until the Obligations have been paid in full and the Credit Agreement has been terminated, (ii) to make application on Marks as appropriate in the operation of Company's business, (iii) to file and prosecute opposition and cancellation proceedings, and (iv) to preserve and maintain all rights in applications for registrations of Marks. Any expenses incurred in connection with such applications shall be borne by the Company. The Company shall not abandon any right to file a Mark application without the consent of the Lender, which consent shall not be unreasonably withheld.

7. The Lender May Perform. If the Company fails to perform any agreement contained herein, the Lender, upon written notice to the Company, if practicable, may itself perform, or cause performance of, such agreement, and the reasonable expenses of the Lender incurred in connection therewith shall be payable by the Company under Section 11.

8. The Lender's Duties. The powers conferred on the Lender hereunder are solely to protect its interest in the Marks and shall not impose any duty upon the Lender to exercise any such powers. Except for the accounting for moneys actually received by it hereunder, the Lender shall have no duty as to any of the Marks or of taking any steps to preserve rights against prior parties or any other rights pertaining to any of the Marks but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of the Company and shall be added to the Obligations.

9. Remedies; Lender's Right to Sue. If any Event of Default shall have occurred and be continuing:

(a) The Lender may exercise in respect of the Marks, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code as in effect from time to time in the State of California (the "Code") (whether or not the Code applies to the affected Marks).

(b) The Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Marks, and any licenses thereunder, and, if the Lender shall commence any such suit, the Company shall, at the request of the Lender do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement and the Company shall promptly, upon demand, reimburse and indemnify the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this Section 9. The Company shall notify the Lender of any suits it commences to enforce the Marks and shall provide the Lender with copies of any documents reasonably requested by the Lender relating to such suits.

(c) All of the Lender's rights and remedies with respect to the Marks whether established hereby or by the other Loan Documents, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

10. Power of Attorney; Effect on Credit Agreement. The Company hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender as the Company's true and lawful attorney-in-fact, with power (but not the obligation) after the occurrence and during the continuance of an Event of Default (i) to endorse the Company's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use of the Marks, (ii) to grant or issue an exclusive or nonexclusive license under the Marks to anyone, (iii) to assign, pledge, convey or otherwise transfer title in or dispose of the Marks to anyone, and (iv) to file any claims or take any action or institute any proceedings which the Lender may deem necessary or desirable for the protection or enforcement of any of the rights of the Lender with respect to any of the Marks. This power of attorney, being coupled with an interest, is irrevocable until the Obligations have been paid in full and the Credit Agreement terminated. The Company hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Credit Agreement and the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies.

11. Expenses.

(a) The Company agrees to indemnify the Lender from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Lender's gross negligence or willful misconduct.

(b) The Company will, upon written demand, pay to the Lender the amount of any and all costs and expenses, including the fees and disbursements of its counsel and of any experts and agents, as provided in Section 14.10 of the Credit Agreement.

12. Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Company here from shall in any event be effective unless the same shall be in writing and signed by the party to be charged therewith, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision of this Agreement in any other jurisdiction.

14. Notices. All notices and other communications provided for hereunder shall be given in the manner and to the addresses set forth in Section 14.11 of the Credit Agreement.

15. Continuing Security Interest; Termination.


(a) The Lender's security interest in the Marks shall (i) remain in full force and effect until payment in full of the Obligations and the termination of the Credit Agreement, (ii) be binding upon the Company, its successors and assigns and (iii) inure, together with the rights and remedies of the Lender hereunder, to the benefit of the Lender and its successors and assigns, subject to the terms and conditions of the Credit Agreement. The Company's successors and assigns shall include, without limitation, a receiver, trustee or Company-in-possession thereof or therefor.

(b) Upon the payment in full of the Obligations and the termination of the Credit Agreement, the Lender's security interest in the Marks shall terminate and all rights to the Marks shall revert to the Company. The Lender will, at the Company's expense, execute and deliver to the Company such other documents as the Company shall reasonably request to evidence such termination.

16. Relationship to Credit Agreement. The Marks shall constitute Collateral for all purposes of the Credit Agreement and the other Loan Documents and the Lender shall have all rights, powers and remedies with respect to the Marks to the same extent as it has with respect to other Collateral. Reference is hereby made to the Credit Agreement, the terms and conditions of which are incorporated herein by this reference.

EXECUTED this 14th day of May, 1998.

GLOBESPAN SEMICONDUCTOR INC.,  
a Delaware corporation

By:   
Name: PATRICIA MURPHY  
Title: CFO

BANKAMERICA BUSINESS CREDIT, INC.,  
a Delaware corporation, as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COLLATERAL ASSIGNMENT OF TRADEMARKS**

STATE OF New Jersey )  
 ) ss.  
COUNTY OF Monmouth )

On May 10, 1998 before me, Suzanne Hurley, personally appeared Patrick Murphy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

Suzanne A. Hurley  
SIGNATURE

SUZANNE A. HURLEY  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 12/31/2000

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 1998 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE

16. Relationship to Credit Agreement. The Marks shall constitute Collateral for all purposes of the Credit Agreement and the other Loan Documents and the Lender shall have all rights, powers and remedies with respect to the Marks to the same extent as it has with respect to other Collateral. Reference is hereby made to the Credit Agreement, the terms and conditions of which are incorporated herein by this reference.

EXECUTED this 14th day of May, 1998.

GLOBESPAN SEMICONDUCTOR INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANKAMERICA BUSINESS CREDIT, INC.,  
a Delaware corporation, as Lender

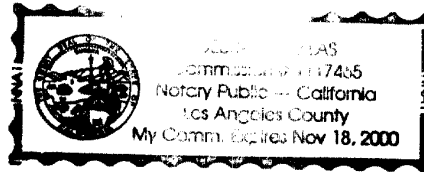
By: Cedric Whitaker  
Name: Gary Whitaker  
Title: VP

COLLATERAL ASSIGNMENT OF TRADEMARKS

STATE OF California )

COUNTY OF Los Angeles )

) SS.



On May 21, 1998 before me, Debra J. Kallas, personally appeared Gary D. Whitaker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

  
SIGNATURE

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

) SS.

On \_\_\_\_\_, 1998 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE

SCHEDULE 1

LOBESPAN SEMICONDUCTOR INC.  
TRADEMARKS

NO.	TRADEMARK	APPLICATION NUMBER	FILING DATE
1.	DCN	75/413,708 *	01/05/98
2.	ACCELERATING COMMUNICATIONS	Not yet available	05/12/98
3.	LOBESPAN	74/711,030 *	08/04/95
4.	LOBESPAN (LOGO)	Not yet available	05/12/98
5.	G (Stylized)	Not yet available	05/12/98
6.	MDF	75/461,142 *	03/25/98
7.	XDSL2	Not yet available	05/12/98
8.	XDSL2+2	Not yet available	05/12/98
9.	XDSL3	Not yet available	05/12/98
10.	XDSL4	Not yet available	05/12/98
11.	XDSL5	Not yet available	05/12/98
12.	XDSL6	Not yet available	05/12/98
13.	XDSL7	Not yet available	05/12/98
14.	XDSL8	Not yet available	05/12/98
15.	XDSL9	Not yet available	05/12/98
16.	XDSL10	Not yet available	05/12/98

TRADEMARK

RECORDED: 06/11/1998

REEL: 1746 FRAME: 0416