

R

08-21-1998

FRONT SHEET  
COPY

Tab settings     ▼



100798570

To the Honorable Commissioner of

is attached original documents or copy thereof.

1. Name of conveying party(ies):

N Lynx Systems, Inc.

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK

Internal Address: ATTN: LOAN DOC. GROUP

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

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

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

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

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

(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 7-14-98

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attachment

Additional numbers attached?  Yes  No

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

SILICON VALLEY BANK

Name: \_\_\_\_\_

Internal Address: ATTN: LOAN DOC GROUP

NC # 816

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

08/19/1998 BHUYEN 00000110 1665682

6. Total number of applications and registrations involved: \_\_\_\_\_

38

7. Total fee (37 CFR 3.41).....\$ 965-

Enclosed check # 7691

Authorized to be charged to deposit account

8. Deposit account number:

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

01 FC:481  
02 FC:482

40.00 OP  
925.00 OP

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.

MAGGIE GARCIA

Name of Person Signing

*Maggie Garcia*

Signature

7-29-98

Date

HSE/143

Total number of pages including cover sheet, attachments, and document: 9

**N LYNX SYSTEMS, INC.**

**Trademarks**

**Trademark Registration No. (s):**

1,665,682  
1,660,567  
1,664,760  
1,661,497  
1,664,759  
1,661,496  
1,661,495  
1,660,570  
1,661,494  
1,660,569  
1,660,568  
1,898,600  
1,678,293  
1,647,942  
1,677,396  
1,342,147  
1,446,104  
1,741,064  
1,732,575  
1,765,593  
1,736,291  
1,662,358  
1,813,547  
1,885,687  
1,839,262  
1,767,259  
1,600,558  
2,038,625  
1,752,329  
1,754,975  
1,888,307  
1,799,122  
1,446,088  
1,440,505  
1,342,149  
1,721,698  
1,862,485  
1,677,397

**Trademark Application No. (s):**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 14, 1998 by and between SILICON VALLEY BANK ("Bank") and N LYNX SYSTEMS, INC. ("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, 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: N Lynx Systems, Inc.  
8313 Highway 71 West  
Austin, Texas 78735

By: 

Title: Chairman

BANK:

Address of Bank: SILICON VALLEY BANK  
9020 Capital of Texas Highway North  
Building 1, Suite 350  
Austin, Texas 78759

By: 

Title: Vice President

Stuart Edwards

**EXHIBIT A**

**Copyrights**

**Description**

**Registration/  
Application  
Number**

**Registration/  
Application  
Date**

None

A-1



**EXHIBIT B**

**Patents**

**Description**

**Registration/  
Application  
Number**

**Registration/  
Application  
Date**

United States Patent Number 5,581,744 entitled  
Method and Apparatus for Correcting Polarity  
Using a Synchronizing Sequence and corresponding  
pending filings in Canada, Israel and the United  
Kingdom.

**B-1**

**TRADEMARK**  
**REEL: 1771 FRAME: 0764**



Attachment to Exhibit C - Page 1

<u>U.S. Registration No.</u>	<u>Mark</u>
1,665,682	3XMATE/2
1,660,567	3XMATE
1,664,760	3XTWIN
1,661,497	ETU
1,664,759	3XPLUS/2
1,661,496	3XPLUS
1,661,495	MULTI-TWIN
1,660,570	DIRECTOR I
1,661,494	ETU/38
1,660,569	ETU/36
1,660,568	ETU/34
1,898,600	ETU/400
1,678,293	HANDSHAKE EMULATION
1,647,942	MACTWIN
1,677,396	MULTITWIN/2
	"WINDOWS-COMPTABLE" Icon
1,342,147	INTERLYNX
1,446,104	KMW SYSTEMS CORPORATION and Design
1,741,064	MACMIDRANGE (Stylized Letters)
1,732,575	MAUI (Stylized Letters)
1,765,593	NETAXCESS (Stylized Letters)
1,736,291	NEWPORT SI/COAX (Stylized Letters)
1,662,358	NEWPORT III/COAX (Stylized Letters)
1,813,547	PATHWISE
1,885,687	PRINTERAXCESS (Stylized Letters)
1,839,262	TCP AXCESS
1,767,259	TOKENAXCESS (Stylized Letters)
1,600,558	TWINAXCESS
2,038,625	STACKWATCH
1,752,329	STACKWATCH
1,754,975	SUPERSTAR 400
1,888,307	SUPERSTAR 500
1,799,122	NETLYNX (Stylized Letters)
1,446,088	VERSALYNX
1,440,505	TRULYNX
1,342,149	TERMLYNX
1,721,698	TWINVIEW
1,862,485	VIRTUAL ROUTING (Stylized Letters)
1,677,397	3XTWIN/2

Attachment to Exhibit C - Page 2

Unregistered Marks

4XTWIN  
 A/T AXCESS  
 AUSCOM  
 AXCESS/400  
 BRIDGEPORT  
 CA/LYNX  
 CHANNELAXCESS  
 EMERALD/CLIENT  
 ETHERAXCESS  
 ETHERLYNX  
 FASTAR  
 GRAPHICS LYNX SERIES III  
 JITTER DOCTOR  
 LYNX  
 MALIBU (MALIBU/COAX)  
 MASTER SERIES  
 NETSCAN  
 PERFORMASERIES  
 REMOTELYNX  
 ROUTELYNX  
 SLIM HUB  
 SMARTLINE  
 SMARTLINE 16/MAU  
 SMARTSTACK  
 SNAPLESSAXCESS  
 STACKLYNX  
 SUPERHUB  
 TERMLYNX  
 TRANSCEND 400  
 TRX  
 VERSASTAR



**EXHIBIT D**

**Mask Works**

**Description**

**Registration/  
Application  
Number**

**Registration/  
Application  
Date**

**None**

**D-1**

*AK*