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To the Honorable Commissione



100840238

the attached original documents or copy thereof.

RECEIVED  
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OPER/FINANCE

1. Name of conveying party(ies):

COPPER MOUNTAIN NETWORKS, INC.

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

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

3. Nature of conveyance:

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

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK  
 Internal Address: LOAN DOCUMENTATION GROUP HG150  
 Street Address: 3001 TASMAN DRIVE  
 City: SANTA CLARA State: CA ZIP: 95054

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED INTELLECTUAL PROPERTY SECURITY AGREEMENT  
DATED 8/14/98 AND EXHIBIT C

Additional numbers attached?  Yes  No

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

Name: SILICON VALLEY BANK  
 Internal Address: LOAN DOCUMENTATION GROUP  
 HG150  
 Street Address: 3001 TASMAN DRIVE  
 City: SANTA CLARA State: CA ZIP: 95054

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

12

7. Total fee (37 CFR 3.41).....\$ 315.00

- Enclosed Check # 7718
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

DO NOT USE THIS SPACE

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9. Signature and signature. 40.00 DP  
275.00 DP

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.

JOSEPHINE M. CARINO  
Name of Person Signing

*Josephine M. Carino*  
Signature

9/11/98

Date

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

7

**EXHIBIT C**  
**Trademarks**

| Mark                         | Country | Application/Registration      | Application/Registration Date               |
|------------------------------|---------|-------------------------------|---|
| COPPER MOUNTAIN              | U.S.    | Application<br>No. 75/202,470 | Intent-to-Use Application filed<br>11/22/96 |
| COPPEREDGE                   | U.S.    | Application<br>No. 75/202,446 | Intent-to-Use Application filed<br>11/22/96 |
| COPPEREDGE<br>(STYLIZED)     | U.S.    | Application<br>No. 75/202,469 | Intent-to-Use Application filed<br>11/22/96 |
| COPPERMETER                  | U.S.    | Application<br>No. 75/355,748 | Intent-to-Use Application filed<br>9/10/97  |
| COPPERMETER<br>(STYLIZED)    | U.S.    | Application<br>No. 75/355,451 | Intent-to-Use Application filed<br>9/11/97  |
| COPPERROCKET                 | U.S.    | Application<br>No. 75/465,729 | Intent-to-Use Application filed<br>4/9/98   |
| COPPERROCKET<br>(STYLIZED)   | U.S.    | Application<br>No. 75/496,973 | Intent-to-Use Application filed<br>6/5/98   |
| COPPERTHROTTLE               | U.S.    | Application<br>No. 75/354,511 | Intent-to-Use Application filed<br>9/10/97  |
| COPPERTHROTTLE<br>(STYLIZED) | U.S.    | Application<br>No. 75/355,747 | Intent-to-Use Application filed<br>9/10/97  |
| RED ROCKET                   | U.S.    | Application<br>No. 75/203,042 | Intent-to-Use Application filed<br>11/22/96 |
| RED ROCKET<br>(STYLIZED)     | U.S.    | Application<br>No. 75/202,447 | Intent-to-Use Application filed<br>11/22/96 |
| WOLF AND<br>MOUNTAIN DESIGN  | U.S.    | Application<br>No. 75/234,607 | Intent-to-use Application filed<br>1/31/97  |
| COPPER MOUNTAIN              | Tunisia | Registration<br>No. EE.1208   | Registered 8/18/97                          |

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August ~~4~~, 1998 by and between SILICON VALLEY BANK ("Bank") and Copper Mountain Networks, 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.

Address of Grantor:

2470 Embarcadero Way  
Palo Alto, California 94303

Attn: JOHN CREELMAN

GRANTOR:

COPPER MOUNTAIN NETWORKS, INC.

By: 

Title: V.P. FINANCE/CEO


BANK:

Address of Bank:

5414 Oberlin Drive, Suite 230  
San Diego, California 92121

Attn: \_\_\_\_\_

SILICON VALLEY BANK

By: 

Title: VP

**EXHIBIT A**

**Copyrights**

**Non-Copywritten Software**

| Release Name                                  | Release Number | Description  | Released    |
|---|----------------|--|-------------|
| <b>CE200 Software</b>                         |                |  |             |
| V1.1  | V1.10.21       | CE200 system software. New features added as of 1/30/98                      | Yes         |
| V1.2  | V1.20.15       | CE200 system software. New features added as of 4/22/98                      | Yes         |
| V1.3  | V1.35.19       | CE200 system software. New features added as of 6/19/98                      | Yes         |
| <b>BMS Element Management System Software</b> |                |  |             |
| EMV V1.2                                      | V1.2.7         | Controls CE200 unit running CE200 software V1.2 via Graphical User Interface | Yes         |
| EMS V1.3                                      | V1.3.10        | Controls CE200 unit running CE200 software V1.3 via Graphical User Interface | Yes         |
| <b>Netopia CPE Router Cooperative Effort</b>  |                |  |             |
| Netopia Router                                | V1.40.3        | Firmware for Netopia SDSL modem  | In Progress |

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TRADEMARK

**EXHIBIT B**

**Patents**

| <b>Description</b>  | <b>Registration/Provisional<br/>Application Number</b>                         | <b>Registration/Application<br/>Date</b> |
|---|--|--|
| Integrated Voice and Data<br>Processing at Central Office End<br>of Telephone System Local Loop | Registration No.<br>37,078/Provisional<br>Application No.<br>EM 356 967 552 US | July 23, 1998                            |

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**EXHIBIT D**

**Mask Works**

| <b>Description</b> | <b>Registration/Provisional<br/>Application Number</b> | <b>Registration/Application<br/>Date</b> |
|--------------------|--|--|
| None               |  |  |

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