

RECORDATION  
TRADE

03-23-1999

I.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



3/15/99

100990009

Tab settings

To the Honorable Commissioner of Patents and Trademarks

Documents or copy thereof.

1. Name of conveying party(ies): 1999 MAR 15 AM 9:59  
CLARENT CORPORATION OPR/FINANCE

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

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

2. Name and address of receiving party(ies)  
Name: SJLJCON VALLEY BANK  
Internal Address: MAIL SORT HGL150  
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

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: 2/16/99

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

A. Trademark Application No.(s)  
75/267,668

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: SJLJCON VALLEY BANK  
Internal Address: MAIL SORT HGL150  
Street Address: 3001 TASMAN DRIVE  
City: SANTA CLARA State: CA ZIP: 95054

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: \_\_\_\_\_

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

03/22/1999 JSHABAZZ 00000189 75267668 DO NOT USE THIS SPACE  
01 FC:481 40.00 DP

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.

JOSEPHINE M. CARNO                      Josephine M. Carno                      3/1/99  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 7

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 16, 1999 by and between SILICON VALLEY BANK ("Bank") and CLARENT CORPORATION ("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 May 22, 1998 (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. Notwithstanding (i) that Grantor has granted to Bank a security interest in the Patents, Trademarks, Copyrights, Mask Works and, (ii) that the Patents, Trademarks, Mask Works and Copyrights are included in the Collateral, Bank shall not enforce its security interest in the Patents, Trademarks, Mask Works, and Copyrights, other than solely to the extent necessary to enable Bank to enforce its perfected security interest in the Collateral other than the Patents, Trademarks, Mask Works and Copyrights.

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:

700 Chesapeake Drive  
Redwood City, CA 94063

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

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

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

GRANTOR:

CLARENT CORPORATION

By: Walter E. Keadis

Title: Director of Finance

BANK:

SILICON VALLEY BANK

By: Ellenbas

Title: VP

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Current software products are copyrighted  
under common law.

No copyright registrations have been filed  
to date.

EXHIBIT B

Patents

Description  
**Parent Corporation**  
**Summary of Patents**

		<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>Description</u>		<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
1	Dynamic Forward Error Correction Algorithm for Internet Telephone	812	8/8/97
2	Internet Telephone System with Dynamically Varying CODEC	820	12/12/97
3	System Architecture For Internet Telephone	821	12/12/97
4	System and Method For Real-Time Data and Voice transmission Over An Internet Network	964	3/27/98

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<b>Clarent Corporation Summary of Trademarks</b>	75/267,668	4/1/97
"Clarent"	registration pending	
The Clarent Logo	application pending	
"Clarent ThroughPacket"	application pending	
"Clarent Command Center"	application pending	

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

*None*