

06-10-1999

FORM PTO-1594
(Rev. 6-93)

R



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents

101059140

original documents or copy thereof.

1. Name of conveying party(ies):

Radio Local Area Networks, Inc.
d/b/a RadiolAN, Inc.
455 DeGuigne Drive
Sunnyvale, CA 94086

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

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

3. Nature of conveyance:

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

Execution Date: April 22, 1999

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

Name: Silicon Valley Bank

Internal Address:

Street Address: 300 Tasman Drive

City: Santa Clara State: CA ZIP 95054

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



05-03-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #1

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

(Designation must be a separate document from Assignment).

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

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

A. Trademark Application No.(s)

See Exhibit "C" attached hereto and made a part hereof.

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: Cooley Godward LLP

Internal Address: Attn: April M. Piercey

Street Address: 5 Palo Alto Square

City: Palo Alto State: CA ZIP 94306

6. Total number of applications and registration involved: 11

7. Total fee (37 CFR 3.41):..... \$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 03-3115

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

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.

April M. Piercey

April 29, 1999

Date

Total number of pages including cover sheet, attachments, and document: 8

40.00 OP
250.00 OP
00000350 75584335

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

EXHIBIT C**TRADEMARK APPLICATIONS**

Description	Application Number	Application Date
CARDLINK	75-584,335	11/06/98
RADIOLAN/10	75-583,911	11/06/98
DOCKLINK	75-574,162	10-20-98
RADIOLAN/10	75-574,004	10/20/98
BACKBONELINK	75-573,897	10/20/98
RADIOLAN	75-554,993	09/17/98
RADIOLAN	75-554,344	09/17/98
BRIDGELINK	75-554,333	09/17/98
100BASERADIO	75-551,879	09/11/98
10BASERADIO	74-672-137	05/10/95
10BASERADIOLINK	74/672,136	05/10/95

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 22, 1999 by and between SILICON VALLEY BANK ("**Bank**") and RADIO LOCAL AREA NETWORKS, INC., D/B/A RADIOLAN, 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 and Trademarks listed on Exhibits 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.

Address of Grantor:

455 DeGuigne Drive
Sunnyvale, CA 94086

GRANTOR:

RADIO LOCAL AREA NETWORKS, INC., D/B/A
RADIOLAN, INC.,
a California corporation

By: Peter S. Kent

Name: Peter S. Kent

Title: CEO

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: Mezzanine Finance, NC475

BANK:

SILICON VALLEY BANK

By: Kirk J. Roeder

Name: KIRK J. ROEDER

Title: SENIOR VICE PRESIDENT

EXHIBIT A
PATENTS

Description	Registration Number	Registration Date
DIELECTRIC/CONDUCTIVE WAVEGUIDE	5,363,464	11/08/94
NETWORK LINK CONTROLLER	5,530,701	06/25/96
NETWORK LINK CONTROLLER FOR DYNAMIC DESIGNATION OF MASTER	5,551,066	08/27/96

EXHIBIT B
COPYRIGHTS

Description	Registration/Application Number	Registration/Application Date
None		

EXHIBIT C**TRADEMARK APPLICATIONS**

Description	Application Number	Application Date
CARDLINK	75-584,335	11/06/98
RADIOLAN/10	75-583,911	11/06/98
DOCKLINK	75-574,162	10-20-98
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10BASERADIO	74-672-137	05/10/95
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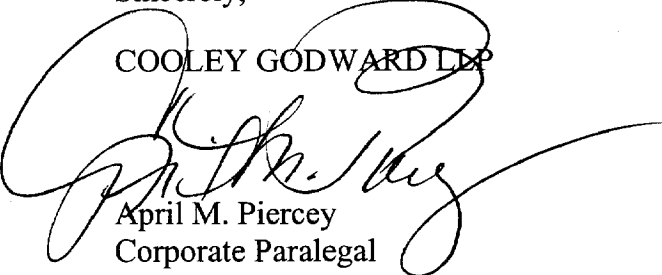
April 29, 1999

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If you have any questions regarding the enclosed documentation please call me.

Sincerely,

COOLEY GODWARD LLP



April M. Piercey
Corporate Paralegal

Enclosures

cc: Nina Grover, Esq. (w/encls.)
Kirk Bloede (w/encls.)
Scott Poland (w/encls.)
Michael Jordan (w/encls.)

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