

FORM PTO-1584 (Rev. 6-93)

REI

10-18-1999

SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0281-0011 (exp. 4-94)



Tab settings 000

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To the Honorable Commissioner of P.

Attached original documents or copy thereof.

1. Name of conveying party(ies):

OCTAVE COMMUNICATIONS, INC.

Und. 10/8/99

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

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

3. Nature of conveyance:

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

Execution Date: 9-17-99

2. Name and address of receiving party(ies)

Name: COMDISCO, INC.

Internal Address: LEGAL DEPT

Street Address: 6111 N. RIVER RD.

City: ROSEMONT State: IL ZIP: 60018

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

SEE SCHEDULE B

B. Trademark Registration No.(s)

SEE SCHEDULE B

Additional numbers attached? Yes No

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

Name: NANCY O'CONNOR

Internal Address: LEGAL DEPT

COMDISCO, INC.

Street Address: ONE POST ST, SUITE 2675

City: SAN FRANCISCO State: CA ZIP: 94104

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$80.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

10/15/1999 INGVEN 00000299 75566546

DO NOT USE THIS SPACE

01 FC: 181 40.00 OP
02 FC: 182 25.00 OP

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.

NANCY O'CONNOR

Name of Person Signing

Nancy O'Connor

Signature

10-4-99

Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:

SECURITY INTEREST AGREEMENT OF PATENTS AND TRADEMARKS

This Security Interest Agreement of Patents and Trademarks is made on this 17th day of September, 1999, by and between Octave Communications, Inc. (the "**Borrower**") and Comdisco, Inc., (the "**Lender**"),

WHEREAS, Borrower and Lender are parties to a certain Subordinated Loan and Security Agreement dated September 17, 1999 (together with all exhibits, and amendments thereto, collectively the "**Loan Agreement**", with the terms used but not otherwise defined herein being used with the same meaning as therein defined.)

WHEREAS, pursuant to that certain Loan Agreement, the Borrower has agreed to grant to Lender a lien on and a security interest in, inter alia, all the patent and trademark rights that Borrower may have in the patents and trademarks used by Borrower to the extent of the Loan and made thereunder.

NOW THEREFORE, in consideration for the mutual covenants and agreements contained in the Loan Agreement and this Security Interest Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

1. **Grant of Security Interest of Patents.** To secure the full, complete and timely payment and satisfaction of Borrower's Secured Indebtedness with respect to the Loan owed to Lender, Borrower hereby grants to the Lender (with power of sale), to the extent permitted by law, a lien and security interest in and to all (i) patents, patent applications and patent rights, including, without limitation, the inventions and improvements described and claimed therein, and specifically those patents and patent applications listed on **Schedule A** attached hereto as the same may be amended to include any patents hereinafter required and patent applications hereafter filed and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part hereof (all of the foregoing collectively referred to as the "**Patents**"), (ii) the trademarks applications listed on **Schedule B** attached hereto and made a part hereof as the same may be amended to include any trademarks hereafter acquired and trademark applications hereafter acquired, and (a) all registrations and renewals thereof (the foregoing trademarks collectively referred to as the "**Trademarks**"), all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Patents and Trademarks, including, without limitation, damages and payments for past or future infringements, misappropriation, or breach thereof, the right to sue for past, present and future infringements, misappropriation, or breach thereof, and all rights corresponding thereto throughout the world. The Borrower shall be liable for and promptly reimburse the Lender for all fees and costs, including reasonable attorney's fees, for the preparation, filing, recordation and releasing of all liens or assignments provided for herein.

2. **Authorization.** Borrower hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Security Interest Agreement.

3. **Covenant and Warranty of Title.** Borrower covenants and warrants that it is now the sole owner, free from the obligations of any license or encumbrance (other than Permitted Liens) whatsoever except as granted herein of all of the patents and applications for Patents and Trademarks and applications for Trademarks assigned hereunder.

4. **Restrictions on Future Assignment.** Until all obligations under the Loan Agreement are deemed by Lender to be fully satisfied and except as otherwise permitted by the Loan Agreement, Borrower hereby agrees not to sell or assign or grant a security interest in the Patents to the extent of the Loan, and Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to its control, or fail to take any action, which would affect the validity or enforcement of the security interest granted to Lender under this Security Interest Agreement.

5. **Lender's Right to Sue.** From and after the occurrence of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks, and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute and deliver any and all proper documents or information that may be necessary or desirable to aid Lender in such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses, including reasonable attorney's fees, incurred by Lender in the exercise of the foregoing rights.

6. **Waivers.** No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. **Termination.** This Assignment is made for purposes of securing the Secured Obligations under the Loan Agreement and upon full and complete compliance with the terms and conditions of the Loan Agreement and satisfaction of all Secured Obligations thereunder, this Assignment shall terminate and Lender shall execute and deliver to Borrower all agreements, assignments or instruments as may be necessary or proper to terminate Lender's security interest in the Patents and Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Agreement.

8. **Severability.** The provisions of this Assignment 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 in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

9. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by the parties hereto.

10. **Binding Effect.** This Assignment shall be binding upon the Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its nominees and assigns.

11. **Governing Law.** This Assignment shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

OCTAVE COMMUNICATIONS, INC.

By: 

Title: CFO

PENDING PATENT APPLICATIONS

ATTORNEY REFERENCE #	APPLICATION TITLE	INVENTORS	FILING DATE	SERIAL NUMBER	COUNTRY
4587	SERIAL-TO-PARALLEL/PARALLEL-TO-SERIAL CONVERSION ENGINE	Goldstein	October 23, 1998	60/105,369	United States
4791	AUDIO CONFERENCE PLATFORM SYSTEM AND METHOD FOR BROADCASTING A REAL-TIME AUDIO CONFERENCE OVER THE INTERNET	O'Malley Leondires	March 22, 1999	60/125,440	United States
4620	AUDIO CONFERENCE PLATFORM WITH A CENTRALIZED AUDIO MIXER	O'Malley Leondires	August 13, 1999	Not yet assigned	United States

PENDING INVENTION DISCLOSURES¹

ATTORNEY REFERENCE #	PRELIMINARY APPLICATION TITLE	INVENTORS	FILING DATE	COUNTRY
4660	AUDIO CONFERENCING SYSTEM SOFTWARE ARCHITECTURE	McCarthy Baker	Not yet filed	United States

¹ Not yet filed

PENDING FEDERAL TRADEMARK REGISTRATIONS

ATTORNEY REFERENCE #	MARK	FILING DATE	SERIAL NUMBER	COUNTRY
-----	OCTAVE COMMUNICATIONS	October 5, 1998	75/566,546	United States

SCHEDULE A

Patents

The Borrower has initiated the approval process for the following patents:

Application Title	Status	Date Filed	Country
“Serial-to-Parallel/Parallel-to-Serial Conversion Engine”	Application Pending	10/23/98	U.S.
“Audio Conference Platform with a Neutralizing Audio Mixer”	Application Prepared	----	U.S.
“Audio Conferencing System Software Archetecture [sic]”	Application Prepared	----	U.S.

SCHEDULE B

Trademarks

The Borrower has initiated the approval process for the following trademarks:

Application Title	Status	Date Filed	Country
“Octave Communications”	Application Pending	10/5/98	U.S.
“Webview”	Search Completed	----	U.S.
“Octaveurope”	Application Pending	2/11/99	Europe