

11-12-1999

FORM PTO-1594

(Rev. 6-93)

RE



/T

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and

101199512

ginal documents or copy thereof.

## 1. Name of conveying party(ies):

Western Multiplex Corporation

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

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Intellectual Property Security Agreement

Execution Date: November 1, 1999

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

Name: Credit Suisse First Boston, As Agent

Internal Address: attn Jessica Totaram

Internal Address:

Street Address: 11 Madison Avenue

City: New York State: NY Zip: 10001

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

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)

Please see attached

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: Diana R. Sanchez

Street Address: 5 Palo Alto Square

City: Palo Alto State: CA ZIP 94306

## 6. Total number of applications and registration involved: 4

7 Total fee (37 CFR 3.41):..... \$ 115.00

☒ 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.

Diana R. Sanchez

November 8, 1999

Date

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

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

11/10/1999 DNGUYEN 00000192 131772

01 FD:481  
 02 FD:482

40.00 CP  
 5.00 CP

463245 v1.PA  
 9XEX011.DOC

TRADEMARK  
 REEL: 001987 FRAME: 0220

# TRADEMARK APPLICATIONS

Mark Title	Application Number	Registration Number	Filing Date	Owner of Record	Assignment History
Highly stylized letters, WM and design and Western Multiplex Corporation for Electronic Communications and Test Units	1,317,724		February 5, 1985		
Highly stylized letters "WM" and design for Microwave Radio Equipment	2,076,271		July 1, 1997		
Highly stylized letters "WM" and design for Electronic Communications and Test Units	1,298,505		October 2, 1984		
Highly stylized letters WM and Western Multiplex Corporation Microwave Radio Equipment	2,067,842		June 3, 1997		

463245 v1/PA  
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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 1, 1999 by and between CREDIT SUISSE FIRST BOSTON, as Agent for Banks ("*Agent*") and WESTERN MULTIPLEX CORPORATION, a Delaware corporation ("*Grantor*").

## RECITALS

A. Banks have 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 Credit Agreement by and among Grantor, Agent and Banks dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Credit Agreement*"; capitalized terms used herein are used as defined in the Credit Agreement). Banks are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent for the benefit of Banks a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent for the benefit of Banks 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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent for the benefit of Banks a security interest in all of Grantor's right, title and interest in, to and under its current and future Copyrights, Patents and Trademarks (including without limitation those copyright, patent and trademark registrations and applications listed on Schedules A, B and C hereto), and including without limitation all proceed 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 Agent for the benefit of Banks under the Security Agreement dated as of the date hereof. The rights and remedies of Agent and Banks with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Agent and Banks as a matter of law or equity. Each right, power and remedy of Agent or Banks provided for herein or in the Credit 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 Agent or any Lender of any one or more of the rights,

powers or remedies provided for in this Intellectual Property Security Agreement, the Credit 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 Agent or any Lender, of any or all other rights, powers or remedies.

**Counterparts.** This Intellectual Property Security Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

**In Witness Whereof,** the parties have caused 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:

1196 Borregas Avenue  
Sunnyvale, CA 94089  
Attn: Chief Financial Officer

**WESTERN MULTIPLEX CORPORATION**

By: [Signature]  
Printed Name: JEFFREY M. HANCOCK  
Title: VICE PRESIDENT

**AGENT:**

Address of Agent:

11 Madison Avenue  
New York, NY 10001  
Attn: Jessica Totaram

**CREDIT SUISSE FIRST BOSTON**

By: [Signature]  
Printed Name: **CHRIS T HORGAN**  
Title: VICE PRESIDENT

By: [Signature]  
Printed Name: KRISTIN LEPRI  
Title: ASSOCIATE

Copyrights

None.

079055-0009-02970-99ASKKOW-SCD

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1. "Method and Apparatus for Isolating High Frequency Signals In A Multi-Layered Printed Circuit Board" [Application]	09/033, 507	March 2, 1998
2. "Method and Apparatus for Isolating High Frequency Signals In A Printed Circuit Board" [Application]	09/053, 045	April 1, 1998

Trademarks

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1. Highly stylized letters, WM and design and Western Multiplex Corporation for Electronic Communications and Test Units	1,317,724	February 5, 1985
2. Highly stylized letters "WM" and design for Microwave Radio Equipment	2,076,271	July 1, 1997
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