

12-07-1999

MRO 12-1-99



FORM PTO-1594  
(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101217574

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

|   |   |
|---|---|
| <p>1. Name of conveying party(ies):<br/>DIGITAL LINK CORPORATION</p> <p>Individual(s) citizenship:</p> <p>Association:<br/>General Partnership:<br/>Limited Partnership:<br/>Corporation - State: CALIFORNIA<br/>Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3 Nature of Conveyance:<br/><input type="checkbox"/> Assignment <input type="checkbox"/> Merger<br/><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name<br/><input type="checkbox"/> Other</p> <p>Execution Date: November 24, 1999</p> | <p>2. Name and address of receiving party(ies):</p> <p>Name: COMERICA BANK-CALIFORNIA<br/>Address: 55 Almaden Blvd., 2nd Floor<br/>City: San Jose State: CA Zip: 95113</p> <p>Individual(s) citizenship:<br/>Association:<br/>General Partnership:<br/>Limited Partnership:<br/>Corporation - State:<br/>Other:</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No<br/>(Designations must be a separate document from assignment)<br/>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
|---|---|

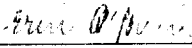
|  |   |
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| <p>4. Application number(s) or trademark number(s):</p> <p>A. Trademark Application No.(s)</p> | <p>B. Trademark Registration No.(s)<br/>2,275,175</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
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| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Erin O'Brien<br/>Internal Address: GRAY CARY WARE &amp; FREIDENRICH<br/>401 B Street, Suite 1700<br/>San Diego, California 92101-4297</p> | <p>6 Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41) . . . . . \$40.00<br/><input type="checkbox"/> Enclosed<br/><input checked="" type="checkbox"/> Authorized to be charged to deposit account:</p> <p>8. Deposit account number: 07-1907</p> <p>(Attach duplicate copy of this page if paying by deposit account:)</p> |
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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.

Erin O'Brien  November 29, 1999

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [ 6 ]

Mail Documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office, Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

12/06/1999 DNGUYEN 00000150 071907 2275175

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TRADEMARK  
REEL: 001996 FRAME: 0191

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November <sup>24</sup>, 1999 by and between Comerica Bank-California ("Bank") and Digital Link Corporation, a California corporation ("Grantor").

## RECITALS

A. Bank has agreed to make certain advances of money and to extend certain other financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement entered into as of the date hereof by and between Bank and Grantor (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 and Patents 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, Grantor agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement and the Loan Documents (as defined in 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 the intellectual property of Borrower (including without limitation those Copyrights, Patents and Trademarks listed on Schedules 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 (the "Intellectual Property Collateral").

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 caused 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:

217 Humboldt Court  
Sunnyvale, CA 94089

Attn: Vinita Gupta

ADDRESS OF BANK:

55 Almaden Blvd., Second Floor  
San Jose, CA 95113

Attn: Alan Jepsen

GRANTOR:

Digital Link Corporation.

By: N. C. Kapahi

Title: CFO

BANK:

COMERICA BANK-CALIFORNIA

By: Alan Jepsen

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

EXHIBIT B

Patents

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|--------------------|---|---|
| Digital Link       | 2,275,175                                       | 9/7/99  |