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TRADEMARKS ONLY

TRADEMARKS ONLY

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

MED 1-3-00

1. Name of Party(ies) conveying an interest:



01-03-2000

U.S. Patent & TMO/TM Mail Rcpt Lt. #64

,society

General Partnership Limited Partnership

Corporation-State California

Other

3. Interest Conveyed:

Assignment Change of Name

Security Agreement Merger

Other

Execution Date

November 30, 1999

2. Name and Address of Party(ies) receiving an interest:

Name: New Enterprise Associates VII, L.P.,

Address: 2490 Sand Hill Road
Menlo Park, CA 94025

Entity:

Individual(s) Association

Corporation-State General Partnership Limited Partnership

Other

Citizenship: Delaware

If not domiciled in the United States, a domestic representative designation is attached:

Yes

No

(The attached document must not be an assignment)

02-04-2000



101257954

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s)
75/248.0 4: 75/595,061; 75/603,140

B. Trademark Registration No.(s)

5. Please mail documents back to:

Calendar/Docketing Dept.
Pillsbury Madison & Sutro LLP
Post Office Box 7880
San Francisco, CA 94120

6. Number of applications and registrations involved: 3

7. Amount of fee enclosed: \$ 135

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 92352-200-0001/RLK/CEP/KAS.

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.

02/03/2000 DNGUYEN 00000113 75248014

01 FC:481
02 FC:482

40.00 OP
50.00 OP

Signature

Attorney: Caroline E. Papas

Date: December 29, 1999

Atty/Sec:

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet)

10

Tel: (415) 983-6187

Fax: (415) 983-1200

NO30 11/1996

File in DUPLICATE with hard receipt

DOCNUM

TRADEMARK
REEL: 002016 FRAME: 0297

02/03/2000 DNGUYEN 0009050200
Name/Number: 75248014 \$45.00 CR
Ref: 02/03/2000 DNGUYEN 0009050200
DAH: 033975
FC: 76

**PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT**

In order to induce each of the purchasers whose name appears on the List of Purchasers attached hereto as Exhibit A (collectively, "Secured Parties") to enter into one or more agreements with WarpSpeed Communications, a California corporation (the "Company"), and in consideration of any certain financial accommodations now or hereafter granted to or on behalf of the Company, the Company hereby assigns to Secured Parties as collateral and grants to Secured Parties a security interest in the following personal property (the "Collateral"):

(1) all present and future patents, patents pending, patent applications, unpatented inventions and trade secrets, drawings, know-how and related data and technology belonging to the Company, including but not limited to the items, if any, listed in Schedule I attached hereto and incorporated herein;

(2) all present and future trademarks and service marks and federal, state and foreign trademark and service mark registrations and applications belonging to the Company, including but not limited to the items, if any, described in Schedule II attached hereto and incorporated herein;

(3) all present and future trade names belonging to the Company, including but not limited to the names, if any, described in Schedule III attached hereto and incorporated herein;

(4) all present and future copyrights and all copyright registrations and applications belonging to the Company, including but not limited to the items, if any, described in Schedule IV attached hereto and incorporated herein by this reference;

(5) all present and future licenses belonging to the Company and pertaining to patents, patents pending, patent applications, trademarks, service marks, trademark registrations, service mark registrations, trademark applications, trade names, copyrights, package and trade dress.

1. Obligations Secured by Collateral. The Collateral secures the payment and performance of the Company to Secured Parties as defined in that certain Convertible Note and Warrant Purchase Agreement dated November 30, 1999, all supplements thereto, and any and all renewals and extensions thereof and amendments and modifications thereto (the "Purchase Agreement").

2. Representations and Warranties. The Company hereby represents, warrants and covenants that: (a) the Company is the owner of the Collateral, free and clear of all liens, security interests, charges, encumbrances, setoffs, defenses and counterclaims of whatsoever kind or nature (except for the security interest granted to Secured Party or as otherwise disclosed in the Schedule of Exceptions to the Purchase Agreement); (b) the Company has not made and will not make any assignment, pledge, mortgage, hypothecation, license, or transfer of the Collateral or the proceeds thereof without the prior written consent of Secured Party; (c) this

Agreement does not contravene any contractual restriction binding on the Company, including but not limited to any license agreement pertaining to the Collateral; (d) there are no legal actions or administrative proceedings pending or threatened before any court or administrative agency involving the Collateral; and (e) the Company will defend its title to the Collateral and Secured Party's interest therein against all present and future claims.

3. Use and Ownership Prior to Default. The Company will retain legal and equitable title and the right to use the Collateral in the ordinary course of its business until an Event of Default has occurred under this Agreement. The Company shall take all actions necessary to preserve and maintain the Collateral and its rights therein. Secured Parties are hereby appointed as the Company's attorneys-in-fact to take any action necessary to maintain such Collateral, including but not limited to filing affidavits of continued use and renewing the trademarks and service marks included in such Collateral if, and only if, the Company fails to do so in a timely manner. Such appointment is coupled with an interest and shall be irrevocable until all Obligations secured hereby have been fully discharged. The Company will reimburse a Secured Party for all sums expended by such Secured Party to maintain the Collateral, together with interest thereon at the rate described in those certain Convertible Subordinated Promissory Notes, dated as of November 30, 1999 (the "Promissory Notes"), issued in connection with the Purchase Agreement. Notwithstanding the foregoing, Secured Parties will not be required to maintain the Collateral and does not assume any other obligation or liability pertaining to the Collateral.

4. Events of Default. An Event of Default under this Agreement shall have occurred if there occurs any Event of Default under the Promissory Notes.

5. Remedies on Default. In the event of any Event of Default under this Agreement, Secured Party shall be entitled to exercise all of the rights and remedies afforded to a secured party under the Uniform Commercial Code and all other remedies provided by law, by agreement or otherwise, including but not limited to the right to foreclose its security interests by public or private sale. All rights and remedies will be cumulative.

6. Further Assurances. The Company will execute such financing statements, continuation statements and other documents in any location that Secured Parties may deem necessary or appropriate to perfect and preserve Secured Parties' security interest in the Collateral.

7. Termination. This Agreement and each Secured Party's security interest in the Collateral shall continue until the Obligations to such Secured Party secured hereby have been fully discharged.

8. Waiver. No provision of this Agreement may be waived or modified except by a writing signed by the parties hereto. No waiver of any provision of this Agreement on one occasion will constitute a waiver of the same or any other provision on a future occasion.

9. Governing Law. This agreement will be governed by the substantive laws of the state of California.

10. Attorney Fees. The Company agrees that in the event of any litigation pertaining to the rights and remedies provided for in this Agreement, the prevailing party will be entitled to recover its attorney fees, expenses and costs, at trial and on appeal.

Dated this 30th day of November, 1999.

COMPANY:

WARPSPEED COMMUNICATIONS

By *Gary Wetsel*
Gary Wetsel
Chief Executive Officer and President

STATE OF CALIFORNIA)
County of ~~Contra Costa~~ ^{ALAMEDA})ss.
)

On this 1 th day of ~~November~~ ^{DECEMBER}, 1999, before me personally appeared Gary Wetsel, to me known to be the Chief Executive Officer of WarpSpeed Communications and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Alfred A. Lockwood
Notary Public for California

My Commission Expires 5-13-02

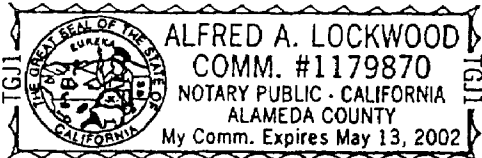


EXHIBIT A

Schedule of Purchasers

	<u>Initial Funding Investment</u>	<u>Total Commitment</u>
Sextant Broadband III, LLC, a Delaware limited liability company 630 Fifth Avenue, Suite 3240 New York, NY 10111 Fax: (212) 332-4721 Phone: (212) 332-4720	\$882,352.94	\$5,000,000.00
New Enterprise Associates VII, L.P., a Delaware limited partnership 2490 Sand Hill Road Menlo Park, CA 94025 Fax: (650) 854-9397 Phone: (650) 854-9499	\$617,647.06	\$3,500,000.00
TOTAL	\$1,500, 000.00	\$8,500,000.00

SCHEDULE I

Patents

<u>PMS #</u>	<u>Inventor</u>	<u>Serial #</u>	<u>Date Filed</u>	<u>Title</u>
240816	Golden	08/966,634	11/10/97	Network for Providing Switched Multipoint/Multimedia Intercommunications
Divisional of 240816	Golden	08/966,634	11/15/99	Network for Providing Switched Multipoint/Multimedia Intercommunications
Divisional of 240816	Golden	08/966,634	11/15/99	Network for Providing Switched Multipoint/Multimedia Intercommunications
125040	Golden	PCT/US98/23785	11/10/98	Network for Providing Switched Multipoint/Multimedia Intercommunications
239571	Golden	09/060,520	04/14/98	M&A for Providing Guaranteed Quality of Service in a Local or Wide Area Network
125492	Golden	PCT/US99/07818	04/09/99	M&A for Providing Guaranteed Quality of Service in a Local or Wide Area Network
239572	Golden	09/200,161	11/25/98	Integrating ECP with QOS Protocols
253042	Golden	09/351,405	7/9/99	Network with Hot Button for Providing Switched Broadband Multipoint/Multimedia Intercommunication

SCHEDULE II

Trademarks

<u>Mark</u>	<u>Pending Application No.</u>	<u>Filing Date</u>
WARPSPEED	75/248,014	2/26/97
THE FUTURE IS COMING AT WARPSPEED	75/595,061	11/23/98
WEB@WARPSPEED	75/603,140	12/10/98

SCHEDULE III

Trade Names

WarpSpeed

10058254v1

TRADEMARK
REEL: 002016 FRAME: 0304

SCHEDULE IV

Copyrights

[see attached list]

WarpSpeed Communications Publications with Copyright Notice

The documents listed here have the following copyright notice:

Copyright © 1998 by WarpSpeed Communications. All rights reserved.

Title	Publication Status	Audience
The Architecture of the WarpSpeed Network	Published white paper.	External.
The WarpSpeed Network Service	Published white paper.	External.
Architecture of the 1.X Implementation of the WarpSpeed Network Service	Draft architecture.	Internal, and limited external.
WarpSpeed External Web Site	Published web site.	External.
Using VCON MeetingPoint with the WarpSpeed Network Service	Draft user's guide.	External.
WarpSpeed Network Service Site Management Guide	Draft customer- planning guide.	External.
How WarpSpeed Solve Extranet Security Problems	Draft white paper.	External.
WarpSpeed LAN Access Methods	Draft white paper.	External.
Chu931 API Reference Manual	Published manual.	External.
WarpNet Integration Guide	Published manual.	External.
WarpInfo API Reference Manual	Published manual.	External.
Chu931 Protocol Message Format	Published specification.	Internal.
Chu Signaling Protocol: Architecture Design Considerations	Published specification.	Internal.
Network Your Business with WarpSpeed	Published product description.	External.
Mars 1.1 Operations Guide	Published web guide.	Internal.
WarpSpeed Network Troubleshooting Guide	Draft web guide.	Internal.
Mars 1.1.8 Release Notes	Published web notes.	Internal.
VCON 10007 Release Notes	Published web notes.	Internal.
Switch Commander 1.2.5 Rel. Notes	Published web notes.	Internal.
Flightdeck 1.2.a.6 Release Notes	Published web notes.	Internal.
ChuProxy 1.1.8.1 Release Notes	Published web notes.	Internal.