

02-18-2000



FORM PTO-  
1-31-92

101270559

A COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

<p>1. Name of conveying party(ies): <b>Sonoma Systems</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 Street Address: 3003 Tasman Drive City: Santa Clara              State: Ca              ZIP: 95054</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger   <input checked="" type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name   <input type="checkbox"/> Other _____</p> <p>Execution Date: <b>11/29/99</b></p>	<p><input type="checkbox"/> Individual(s) Citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <b>California</b>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached                      <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached?                      <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

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

<p>A. Trademark Application No.(s)</p> <p>75/731,416    75/706,118    75/706,124    75/699,591  75/699,598    75/292,614    75/699,396    75/701,078  75/699,599    75/701,059    75/701,162    75/703,284  75/703,051    75/699,386    75/802,587    75/699,397</p>	<p>B. Trademark Registration No.(s)</p>
--	---

Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Silicon Valley Bank</p> <p>Internal Address: Loan Documentation HG150</p> <p>Street Address: 3003 Tasman Dr.</p> <p>City: Santa Clara              State: Ca              ZIP: 95054</p>	<p>6. Total number of applications and registrations involved: <u>16</u></p> <p>7. Total fee (37 CFR 3.41): ..... \$ <b>415.00</b>  <input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  (Attach duplicate copy of this page if paying by deposit account)</p>
--	---

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.

Josephine M. Carino  
Name of Person Signing

Signature

1/14/00  
Date

Total number of pages comprising cover sheet:

OMB No 0651 -0011 (exp 4/94)

02/17/2000 DNGUYEN 00000254 75731416

01 FC:481                      40.00 OP  
02 FC:482                      375.00 OP

TRADEMARK  
REEL: 002023 FRAME: 0573

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 29, 1999 by and between SILICON VALLEY BANK ("Bank") and Sonoma Systems ("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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated November 29, 1999 (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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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:

4640 Admiralty Way, Suite 600  
Marina Del Rey, CA 90292

Attn: Chief Financial Officer

Address of Bank:

10585 Santa Monica Boulevard, Suite 140  
Los Angeles, CA 90025

Attn: Troy V. Erickson

GRANTOR:

Sonoma Systems

By: [Signature]

Title: EVP and CFO

BANK:

SILICON VALLEY BANK

By: [Signature]

Title: A.V.P.

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

- None

EXHIBIT C

TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DSLIM	75/731,416	6/17/99
ICE	75/706,118	5/13/99
INTEGRATED CUSTOMER EDGE	75/706,124	5/13/99
MORE BROADBAND ACCESS FOR LESS	75/699,591	5/7/99
S (AND DESIGN)	75/699,598	5/7/99
SONOMA	75/292,614	5/14/97
SONOMA ACCESS	75/699,396	5/7/99
SONOMA ACCESS PLUS	75/701,078	5/7/99
SONOMA AGGREGATOR	75/699,599	5/7/99
SONOMA CONCENTRATOR	75/701,059	5/7/99
SONOMA INTEGRATOR	75/701,162	5/7/99
SONOMA SYSTEMS	75/703,284	5/11/99
SONOMA VIDEO ACCESS	75/703,051	5/7/99
SONOMA VIEW	75/699,386	5/7/99
SONOMA XCHANGE	75/802,587	9/17/99
TOTAL ACCESS PARTNERS PROGRAM	75/699,397	5/7/99

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

- none