

REC'D 01-16-2001
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To the Honorable Commissioner of Patents

101583364

Send original documents or copy thereof.

1. Name of conveying party(ies):

Wavesmith Networks, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: Dec. 14, 2000

2. Name and address of receiving party(ies)

Name: Comdisco, Inc.

Internal Address: 6

Street Address: 6111 North River Road

City: Rosemont State: IL ZIP: 60018

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

76/026,911
76/027,646

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: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Bryan Snyder
Legal Assistant

Street Address: 2049 Century Park East
Suite 2100

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

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

01 12/2001 00000070 200052 76026911
01 FC:481 40.00 CH
02 FC:482 25.00 CH

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.

Christine E. Wilson
Bryan Snyder

Name of Person Signing

[Signature]
Signature

December 21, 2000
Date

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

COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS

This Collateral Grant of Security Interest of Patents and Trademarks (this "Agreement") is made on this 14th day of December, 2000, by and between WAVESMITH NETWORKS, INC. (the "Grantor") and COMDISCO, INC., as administrative agent (the "Administrative Agent").

WHEREAS, Grantor owns an interest in the patents, applications for patents and is a party to the patent licenses listed on Schedule A;

WHEREAS, Grantor owns an interest in the trademarks, applications for trademarks and is a party to the trademark licenses listed on Schedule B;

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (together with amendments, supplements, and extensions thereof and all exhibits and amendments thereto, collectively the "Loan Agreement") by and between Grantor, Administrative Agent and the other lenders party thereto ("Lenders"), Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and Lenders, a security interest in all of the assets of Grantor including, all the present and future rights, title, and interest that Grantor may now have or hereafter acquire in all Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for Patents or Trademarks (each as defined in the Loan Agreement) whether presently existing or hereafter arising or acquired, to secure the payment of all Obligations (as defined in the Loan Agreement) owing by Grantor under the Loan Agreement and the other Loan Documents referred to therein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Administrative Agent agree as follows:

1. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants to Administrative Agent, for the benefit of Administrative Agent and Lenders, a continuing security interest in all of Grantor's now existing or hereafter acquired right, title, and interest in all of the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising:

(i) all Patents, Patent Licenses, and applications for Patents, including those listed on Schedule A, as the same may be amended to include any Patents, Patent Licenses and applications for Patents hereinafter acquired, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule B as the same may be amended to include any Trademarks, Trademark Licenses or applications for Trademarks hereafter acquired, excluding in all cases any Intent to Use Applications, in all cases including all goodwill associated with any of the foregoing, and all registrations and renewals thereof;

(iii) all Proceeds thereof.

2. Authorization. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. Loan Agreement. The security interest in the Intellectual Property Collateral is granted to secure the Obligations under and pursuant to the Loan Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All capitalized terms and rules of construction used herein but not defined or established herein shall be applied herein as defined or established in the Loan Agreement.

4. Governing Law. This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of law principles hereof, and (where applicable) the laws of the United States of America.

5. Further Assurances. At any time and from time to time, upon the written request of Administrative Agent, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement, the Loan Agreement and of the rights and powers herein and therein granted, including, without limitation, the filing of any additional, supplemental, or amended Collateral Grant of Security Interest of Patents and Trademarks with the U.S. Patent and Trademark Office, or the filing of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or any Loan Document.

6. Administrative Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, subject to the terms of the Loan Agreement, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce its interests in and to the Intellectual Property Collateral, and, if Administrative Agent shall commence any such suit, Grantor shall, at the request of Administrative Agent, do any and all lawful acts and execute and deliver any and all proper documents, instruments or information that may be necessary or desirable to aid Administrative Agent in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Administrative Agent for all costs and expenses, including reasonable attorneys' fees, incurred by Administrative Agent in the exercise of the foregoing rights.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantor and Administrative Agent.

8. Binding Effect. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Administrative Agent, its nominees and assigns.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Collateral Grant of Security Interest in Patents and Trademarks as of the date first set forth above.

Grantor: WAVESMITH NETWORKS, INC.

Signature: _____

Print Name: ROBERT J. DALIAS

Title: PRESIDENT + CEO

SCHEDULE A

**To Collateral Grant of Security Interest in Patents and Trademarks
Between WaveSmith Networks, Inc., as Grantor
and Comdisco, Inc. as Administrative Agent**

PATENTS AND PATENT APPLICATIONS

PATENTS

| Patent Name | Status and Date Issued | Patent Number |
|-------------|---------------------------|---------------|
|-------------|---------------------------|---------------|

NONE

PATENT APPLICATIONS

| Name | Status & Date Filed | Application Number |
|------|---------------------|--------------------|
|------|---------------------|--------------------|

NONE

PATENT LICENSES

| Name | Licensor | Licensee | Patent Number |
|------|----------|----------|---------------|
|------|----------|----------|---------------|

NONE

SCHEDULE B

**To Collateral Grant of Security Interest in Patents and Trademarks
Between WaveSmith Networks, Inc., as Grantor
and Comdisco, Inc. as Administrative Agent**

TRADEMARKS AND TRADEMARK APPLICATIONS

[see Attached]

WaveSmith Networks, Inc.
Trademark Schedule

| Trademark Name | Status | App. Number | App. Date |
|--|---------------|--------------------|------------------|
| WAVESMITH** Country: United States Class: 9 | Pending | 76/026,911 | 14-Apr-2000 |
| WAVESMITH** Country: European Community Class: 9 | Pending | 1,896,638 | 11-Oct-2000 |
| WAVESMITH NETWORKS** Country: United States Class: 9 | Pending | 76/027,646 | 14-Apr-2000 |
| WAVESMITH NETWORKS** Country: European Community Class: 9 | Pending | 1,798,420 | 08-Aug-2000 |

Including common law rights to all related logos.

** Intent to use applications