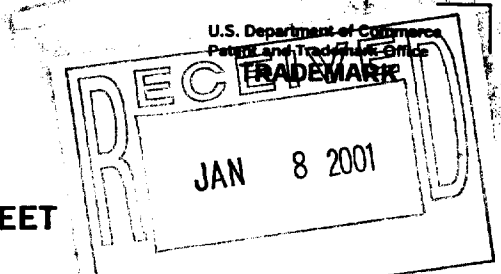


01-24-2001

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101591968



1.8.01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

01/23/2001 GTON11 00000257 76061024

01 FC:481 40.00 OP
02 FC:482 350.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

REEL: 002218 FRAME: 0206

Domestic Representative Name and Address

Enter for the first Receiving Party only.

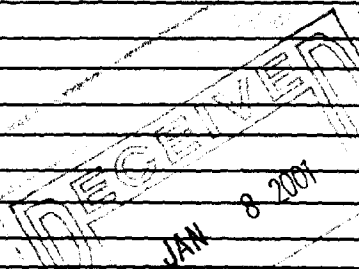
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="76/061,024"/>	<input type="text" value="76/060,908"/>	<input type="text" value="75/903,850"/>	<input type="text" value="2,345,521"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/061,023"/>	<input type="text" value="76/060,907"/>	<input type="text" value="75/826,905"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/060,909"/>	<input type="text" value="76/032,922"/>	<input type="text" value="75/671,723"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Lisa Halustick
Name of Person Signing

Lisa Halustick
Signature

11/7/00
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/609,548"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="75/560,747"/>	<input type="text"/>	<input type="text"/>
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ABSOLUTE RELEASE OF TRADEMARK ASSIGNMENTS

Reference is made to that certain Security Agreement (Trademarks) recorded as of August 8, 2000 in the United States Patent and Trademark Office at reel 2129, frame 0229, (the "Trademark Security Agreement") made by Elastic Networks Inc., a Delaware corporation ("Elastic"), in favor of Pequot Private Equity Fund II, L.P., and Nortel Networks Inc. (the "Lenders").

WHEREAS, in consideration of the payment in full of the obligations of Elastic Networks Inc., under that certain Security Agreement dated as of August 4, 2000 (as amended from time to time, the "Loan Agreement") between Elastic and Lenders, or satisfactory provision therefor, the Lenders have agreed to release and terminate their security interests in the trademarks owned by Elastic, including but not limited to those trademarks listed on the attached **Schedule A**;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lenders do hereby release and terminate any and all of the Lenders' security interests in (a) the trademarks owned by Elastic, including but not limited to those trademarks listed on Schedule A attached hereto, and the goodwill associated therewith, and all rights pertaining thereto and (b) all of the Lenders' rights, title and interest in the "Trademark Collateral" as such term is defined in the Trademark Security Agreement, without recourse, representation or warranty of any kind. Lenders hereby covenant to execute and deliver, at Elastic's expense, all appropriate additional documentation, if any, required to release and terminate any and all of Lenders' security interests in any and all trademarks owned by Elastic and the "Trademark Collateral" as such term is defined in the Trademark Security Agreement.

This Absolute Release of Trademark Assignments may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and the parties hereto may execute this Absolute Release of Trademark Assignments by signing any such counterpart.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Lenders have caused this Release to be duly executed by their authorized officers or agents as of November 13, 2000.

PEQUOT PRIVATE EQUITY FUND II, L.P.

By: PEQUOT CAPITAL MANAGEMENT, INC.
its Investment Manager

By: Kevin E. O'Brien
Kevin E. O'Brien, General Counsel

NORTEL NETWORKS INC.

By: _____
Mary Cross, President

IN WITNESS WHEREOF, the Lenders have caused this Release to be duly executed by their authorized officers or agents as of ~~November~~ December 21, 2000.

PEQUOT PRIVATE EQUITY FUND II, L.P.

By: PEQUOT CAPITAL MANAGEMENT, INC.
its Investment Manager

By: _____
Kevin E. O'Brien, General Counsel

NORTEL NETWORKS INC.

By: Mary Cross
Mary Cross, President

State of Connecticut)

)

SS WESTPORT

County of FAIRFIELD)

On this 13th day of November, 2000, before me, a Notary Public in and for the County and State aforesaid, personally appeared Kevin E. O'Brien, a duly authorized officer of Pequot Private Equity Fund II, L.P., a Delaware corporation, who acknowledged the execution of the foregoing instrument as his own free and voluntary act for and on behalf of such entity and stated his execution on behalf of such entity was duly authorized and approved by all appropriate action of such entity.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal.

Judy T. Krueger
Notary Public

JUDY T. KRUEGER

My Commission expires: **NOTARY PUBLIC**

MY COMMISSION EXPIRES JAN. 31, 2005

[NOTARIAL SEAL]

State of Tennessee)
)
County of Davidson) SS

On this 21st day of ~~November~~ December, 2000, before me, a Notary Public in and for the County and State aforesaid, personally appeared Mary Cross, a duly authorized officer of Nortel Networks Inc., a Delaware corporation, who acknowledged the execution of the foregoing instrument as his own free and voluntary act for and on behalf of such entity and stated his execution on behalf of such entity was duly authorized and approved by all appropriate action of such entity.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal.

Brenda M. Masley
Notary Public

My Commission expires: My Commission Expires SEPT. 28, 2002

[NOTARIAL SEAL]

SCHEDULE A

<u>TRADEMARK</u>	<u>REGISTRATION/ APPLICATION NO.</u>
ELMO	2,345,521
STORMPORT	76/061,024
STORMTRACKER	76/061,023
STORMWARE	76/060,909
MICROBURST	76/060,908
BITSTORM	76/060,907
ESLED	76/032,922
SPEED UP AMERICA	75/903,850
YES WARE (& Design)	75/826,905
YESWARE	75/671,723
INTERPROXY	75/609,548
ELASTIC NETWORKS	75/609,547
ELASTIC	75/609,526
E (& Design)	75/609,525
ETHERLOOP	75/560,747