

02-21-2001



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2-18-01

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

1. Name of conveying party(ies): Asta Networks, Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: HA155 Street Address: 3003 Tasman Drive City: Santa Clara State: CA ZIP: 95054 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 10/18/00	

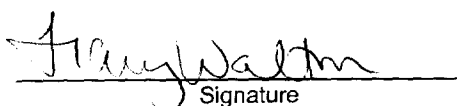
4. Application number(s) or trademark number(s):
 If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)	B. Trademark No.(s)
76/126819	
76/110543	
76/110542	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HA155	6. Total number of applications and trademark involved: 3 7. Total fee (37 CFR 3.41):\$ 70.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account
Street Address: 3003 Tasman Dr.	8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)
City: Santa Clara State: Ca ZIP: 95054	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.

Tracy Walton
 Name of Person Signing


 Signature

1-16-01
 Date

Total number of pages comprising cover sheet: 1

OMB No 0651-0011 (exp 4/94)

02/20/2001 6TON11 00000130 76126819
 01 FC:481 40.00 DP
 02 FC:482 50.00 DP



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 18, 2000 by and between SILICON VALLEY BANK ("Bank") and ASTA NETWORKS, INC. ("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 Loan and Security Agreement by and between Bank and Grantor dated October 18, 2000 (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:

1100 Eastlake Ave. East Suite 200
Seattle, WA 98109

Attn: _____

Address of Bank:

4110 Carillon Point
Kirkland, WA 98033

Attn: _____

GRANTOR:


ASTA NETWORKS, INC.

By: 

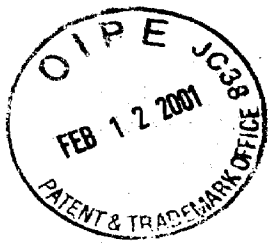
Title: CEO

BANK:

SILICON VALLEY BANK

By: 

Title: Vice President



Asta Networks Description of Intellectual Property

Patents

Internal Ref.	Title	Official PTO Application. No.	Date Filed
P001	A Distributed Solution for Regulating Network Traffic ✓	09/631,898	August 4, 2000
P002	Progressive and Distributed Regulation of Selected Network Traffic Destined for A Network Node ✓	09/685,518	October 9, 2000
P004	Detecting and Preventing Undesirable Network Traffic from being Sourced out of A Network Domain ✗	Not available yet	Nov. 2, 2000

Trademarks

Trademark	Scope	Serial No.	Date Filed
MAKING THE NET WORK BETTER	Computer software for quality of service functions for Internet service providers, in International Class 9. ✓	76/126819	September 12, 2000
ASTA NETWORKS	Computer software of quality of service functions for Internet service providers and related services, in International Class 9. ✓	76/110543	August 16, 2000
ASTANETWORKS	Computer software for quality of service functions for Internet service providers, in International Class 9. ✓	76/110542	August 16, 2000

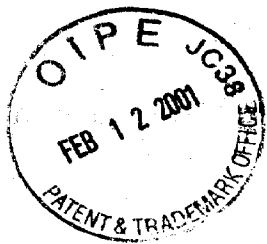


EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date



EXHIBIT C

Trademarks

Description

Registration/
Application/
Number

Registration/
Application
Date



EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date