

03-02-2001

FEB 20 2001



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2.20.01

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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year

1-31-2001

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Exario Networks, Inc.

1-31-2001

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name NTFC Capital Corporation

DBA/AKA/TA

Composed of

Address (line 1) 2595 North Dallas Parkway

Address (line 2)

Address (line 3) FRISCO
City

Texas
State/Country

75034
Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

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.)

Citizenship/State of Incorporation/Organization Delaware

03/02/2001 DBY:ME 00000017 160752 76011385
01 FC: 481 40.00 OP
02 FC: 482 160.00 CH 240.00 OP

FOR OFFICE USE ONLY

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

TRADEMARK
REEL: 002242 FRAME: 0455

**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 Exario Networks, Inc.

1-31-2001

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization Delaware

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name NTFC Capital Corporation

DBA/AKA/TA

Composed of

Address (line 1) 2595 North Dallas Parkway

Address (line 2)

Address (line 3) Frisco Texas 75034
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

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)

<u>76,011,369</u>	<u>76,019,148</u>	<u>76,019,145</u>
<u>76,019,146</u>	<u>76,019,147</u>	<u>76,019,144</u>
<u>76,019,143</u>	<u>76,069,258</u>	<input type="text"/>
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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="75,796,675"/>	<input type="text" value="75,796,971"/>	<input type="text" value="76,110,079"/>
<input type="text" value="76,110,086"/>	<input type="text" value="76,011,345"/>	<input type="text" value="76,010,872"/>
<input type="text" value="76,011,373"/>	<input type="text" value="76,011,344"/>	<input type="text" value="76,011,370"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<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.

George S. Johnson

Name of Person Signing

[Signature]

Signature

2-15-2001

Date Signed

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of January 31, 2001, between EXARIO NETWORKS, INC., an Delaware corporation (the "Borrower") and NTFC Capital Corporation, as lender (the "Lender") under the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, the Borrower and the Lender are parties to that certain Credit Agreement dated as of December 29, 2000 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Lender is willing to extend credit to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Borrower shall have executed and delivered this Agreement, in order to secure the payment and performance of, among other things, all Obligations (as defined in the Credit Agreement) of the Borrower under the Credit Agreement; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Credit Agreement to the extent not otherwise defined or limited herein.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Grant of Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Borrower

hereby grants to the Lender a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Borrower's now owned or existing and hereafter acquired or arising: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Borrower's business symbolized by the foregoing and connected therewith, and (e) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

5. Grant of Security Interest in Patents. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Borrower hereby grants to the Lender a security interest, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of the Borrower's right, title and interest in and to the Borrower's owned or existing and hereafter acquired or arising: (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Borrower's business symbolized by the foregoing and connected therewith, and (e) all of the Borrower's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (a)-(e) in this paragraph 5(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

6. Grant of Security Interest in Trademark and Patent Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Borrower hereby grants to the Lender a security interest, as and by way of a first mortgage and security interest having priority over all other security interests, with power

of sale to the extent permitted by applicable law, in all of the Borrower's right, title and interest in and to the Borrower's owned or existing and hereafter acquired or arising rights under or interest in any license agreements with any other party, whether the Borrower is a licensee, (but only to the extent that such grant will not cause a breach or default in the terms of such license or is otherwise prohibited thereunder) or licensor under any such license agreement, including, without limitation, license agreements listed on Schedule 3 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Lender's rights under the Credit Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph 6, the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 6 shall be deemed to apply thereto automatically.

7. Restrictions on Future Agreements. The Borrower will not, without the Lender's prior written consent, enter into any material agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Borrower further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Lender under this Agreement or the rights associated with the Trademarks, the Patents or the Licenses.

8. New Trademarks, Patents and Licenses. The Borrower represents and warrants that, from and after the Agreement Date, (a) the Trademarks listed on Schedule 1 include all of the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Borrower, (b) the Patents listed on Schedule 2 include all of the patents and patent applications now owned or held by the Borrower, (c) the Licenses listed on Schedule 3 include all of the license agreements under which the Borrower is the licensee or licensor, and (d) no Liens, claims or security interests in such Trademarks, Patents or Licenses have been granted by the Borrower to any Person other than the Lender and except as disclosed in the Credit Agreement. If, prior to the termination of this Agreement, the Borrower shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new license agreements, whether as licensee or licensor, or license renewals, or (iv) enter into any new license agreement, the provisions of paragraph 4, 5 and 6 above shall automatically apply thereto (to the extent permitted by licensors under agreements in

connection with the granting of such licenses). The Borrower shall give to the Lender written notice of events described in clauses (i), (ii), (iii), and (iv) of the preceding sentence promptly, and in any event within thirty (30) days, after the occurrence thereof. The Borrower hereby authorizes the Lender to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under paragraph 4 above or under this paragraph 8, (ii) by amending Schedule 2 to include any future patents and patent applications, which are Patents under paragraph 5 above or under this paragraph 8, (iii) by amending Schedule 3 to include any future license agreements that are Licenses under paragraph 6 above or under this paragraph 8, and (iv) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications and containing on Schedule 3 thereto, as the case may be, such future license agreements.

9. Royalties. The Borrower hereby agrees that the use by the Lender of the Trademarks, Patents and Licenses as authorized hereunder in connection with the Lender's exercise of its rights and remedies under paragraph 18 or pursuant to any Loan Document shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to the Borrower.

10. Further Assignments and Security Interest. The Borrower agrees (i) not to sell or assign any of its interests in, or grant any license under the Trademarks or the Patents without the prior and express written consent of the Lender and (ii) not to sell or assign its respective interests in the Licenses without the prior and express written consent of the Lender.

11. Nature and Continuation of the Lender's Security Interest; Termination of the Lender's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents and Licenses and shall automatically terminate when the Obligations have been paid in full in cash and the Credit Agreement has been terminated. When this Agreement has terminated, the Lender shall promptly execute and deliver to the Borrower, at the Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the Lender's security interest in the Trademarks, Patents and Licenses, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement.

12. Duties of the Borrower. The Borrower shall have the duty (a) to prosecute diligently any trademark application or service mark application material to the Borrower's business and that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent

application material to the Borrower's business and that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of the Borrower's rights in the Trademarks, the Patents and the Licenses that are material to the Borrower's business. The Borrower further agrees (i) not to abandon any Trademark, Patent or License that is necessary or economically desirable in the operation of the Borrower's business in the reasonable opinion of Borrower without the prior written consent of the Lender, and (ii) to use its best efforts to maintain in full force and effect the Trademarks, Patents and Licenses that are or shall be necessary or economically desirable in the operation of the Borrower's business. Any expenses incurred in connection with the foregoing shall be borne by the Borrower. The Lender shall not have any duty with respect to the Trademarks, the Patents or the Licenses. Without limiting the generality of the foregoing, the Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, the Patents or the Licenses against any other parties, but the Lender may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Borrower and shall be added to the Obligations secured hereby.

13. Indemnification by the Borrower. The Borrower hereby agrees to indemnify and hold harmless the Lender for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including reasonable attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against the Lender in connection with or in any way rising out of any suits, proceedings or other actions, relating to any or all of the Trademarks, the Patents or the Licenses (including, without limitation, whether brought by the Borrower or any other Person, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with respect to any of the above, the Lender is judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement.

14. The Lender's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, the Patents and the Licenses and, if the Lender shall commence any such suit, the Borrower shall, at the reasonable request of the Lender, do any and all lawful acts and execute any and all proper documents reasonably required by the Lender in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse the Lender for all reasonable costs and

expenses incurred by the Lender in the exercise of its rights under this Paragraph 14 (including, without limitation, reasonable fees and expenses of attorneys for the Lender).

15. Waivers. The Lender's failure, at any time or times hereafter, to require strict performance by the Borrower of any provision of this Agreement shall not waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Borrower and the Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Borrower contained in this Agreement shall be deemed to have been suspended or waived by the Lender unless such suspension or waiver is in writing signed by an officer of the Lender, and directed to the Borrower and specifying such suspension or waiver.

16. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in paragraph 8 hereof or in a written instrument signed by the parties hereto.

18. Power of Attorney; Cumulative Remedies.

(a) The Borrower hereby irrevocably designates, constitutes and appoints the Lender (and all officers and agents of the Lender designated by the Lender in its sole and absolute discretion) as the Borrower's true and lawful attorney-in-fact, and authorizes the Lender and any of the Lender's designees, in the Borrower's or the Lender's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse the Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use of the Trademarks, the Patents or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, the Patents or the Licenses to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, the Patents or the Licenses to anyone, and (iv) take any other actions with respect to the Trademarks, the Patents or the Licenses as the Lender deems in its best interest for the payment of the Obligations. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. The Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under

the Credit Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code ("UCC") as enacted in any jurisdiction in which the Trademarks, the Patents or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by the Lender to exercise any of its remedies under Section 9-504 or Section 9-505 of the UCC, or the equivalent remedy provisions under revised Article 9 of the UCC, as enacted in the governing jurisdiction, with respect to the Trademarks, the Patents or the Licenses, the Borrower agrees to assign, convey and otherwise transfer title in and to the Trademarks, the Patents and the Licenses, to the Lender or any transferee of the Lender and to execute and deliver to the Lender or any such transferee all such agreements, documents and instruments as may be necessary, in the Lender's sole discretion, to effect such assignment, conveyance and transfer. All of the Lender's rights and remedies with respect to the Trademarks, the Patents and the Licenses, whether established hereby, by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Lender may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or any of the other Loan Documents. To the extent permitted by applicable law, the Borrower agrees that any notification of intended disposition of any of the Trademarks, the Patents or the Licenses required by law shall be deemed reasonably and properly given if given at least five (5) days, if such notice is given by confirmed facsimile or ten (10) days, if such notice is given by certified mail, postage prepaid, return receipt request, before such disposition; provided, however, that the Lender may give any shorter notice that is commercially reasonable under the circumstances.

19. Successors and Assigns. This Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Lender and its nominees, successors and assigns. The Borrower's successors and assigns shall include, without limitation, a receiver or a trustee of the Borrower; provided, however, that the Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without the Lender's prior written consent.

20. Governing Law. This Agreement shall be construed in accordance with and governed by the internal laws of the State of New York applicable to agreements made and to be performed in New York.

21. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

22. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

23. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement hereof.

24. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of the Borrower and the Lender with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements between the Borrower and the Lender

25. Effectiveness. This Agreement shall become effective on the Agreement Date.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Sworn to and subscribed before me this 29 day of December, 2000

EXARIO NETWORKS, INC.,
a Delaware corporation

By: [Signature]

Title: President & CEO

[Signature]

NOTARY PUBLIC Andrew Arlow in State of NJ
My Commission Expires:

Sworn to and subscribed before me this _____ day of _____, 2000

NTFC CAPITAL CORPORATION,
a Delaware corporation, in its capacity as Lender

By: _____

Title: _____

NOTARY PUBLIC
My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Sworn to and subscribed before me this ____ day of _____, 2000

EXARIO NETWORKS, INC.,
a Delaware corporation


By: _____

Title: _____

NOTARY PUBLIC
My Commission Expires:

Sworn to and subscribed before me this ____ day of _____, 2000

NTFC CAPITAL CORPORATION,
a Delaware corporation, in its capacity as Lender

By:  _____

Title: Senior Vice President

NOTARY PUBLIC
My Commission Expires:

SCHEDULE 1**Trademarks**

UltraVPN	38	75/796,675	Application filed 9/8/99.
UltraDSL	38	75,796,971	Application filed 10/30/99.
UltraLINK	38	76,110,079	Application filed 8/15/00
UltraCRC	42	76,110,086	Application filed 8/15/00
Exario & Design (ITU)	9	76/011,345	Application filed 3/28/00.
Exario & Design (ITU)	41	76,010,872	Application filed 3/28/00.
Exario & Design (ITU)	42	76,011,373	Application filed 3/28/00.
Exario Networks & Design (ITU)	9	76/011,344	Application filed 3/28/00.
Exario Networks & Design (ITU)	41	76/011,370	Application filed 3/28/00.
Exario Networks & Design (ITU)	42	76/011,369	Application filed 3/28/00.
Exario (ITU)	9	76/019,148	Application filed 4/6/00.
Exario (ITU)	41	76,019,145	Application filed 4/6/00.
Exario (ITU)	42	76,019,146	Application filed 4/6/00.
Exario Networks (ITU)	9	76,019,147	Application filed 4/6/00.
Exario Networks (ITU)	41	76,019,144	Application filed 4/6/00.
Exario Networks (ITU)	42	76,019,143	Application filed 4/6/00.
Moving Business Beyond	42	76/069,258	Application filed 6/13/00.

Additional Information Relevant to Trademarks:

- (1) Pursuant to a negotiated settlement, on April 19, 2000, Stipulation of Dismissal with Prejudice was filed in the United States District Court for the District of New Jersey, dismissing trademark infringement complaint against the Company captioned Ultracom Technologies, Inc. v. Ultracom Internet Technologies, Inc., et al., Civil Action No. 99 CV 05711 (NHP).
- (2) Counsel for the Company has prevailed before ICAAN in a dispute over a third party's "cybersquatting" on domain name "exarionetworks.com." ICANN has ordered the transfer to Exario, which is pending.
- (3) Cease and Desist Letter from LMKI Communications regarding the use of the terminology "Real Private Network" and "RPN" referred to intellectual property counsel for the Company on December 19, 2000. Counsel for the Company has communicated with LMKI regarding potential resolution.

SCHEDULE 2

Patents

None.

SCHEDULE 3

IP Licenses

Limited license grants by the Company in connection with sale of SMB to DSL.net as fully set forth in that (i) certain asset purchase agreement, effective as of December 1, 2000 and (ii) transition service agreement, effective as of December 1, 2000.