

FORM PTO 1504 RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-9)

03-15-2001

Trademark Office

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OMB No.



101637308

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02-15-2001

U.S. Patent & TMO/TM Mail Rpt. Dt. #40

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

1. Name of conveying party(ies):
PACIFIC BROADBAND COMMUNICATIONS, INC.
2480 North First Street, Suite 280
San Jose, California 95131

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other _____

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

2. Name and address of receiving party(ies)
Name: **VENTURE LENDING & LEASING III, INC.**
Internal Address:
Street Address: **2010 North First Street, Suite 310**
City: **San Jose** State: **California** ZIP: **95131**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Maryland**
 Other _____

3. Nature of conveyance: **2-15-01**

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **January 5, 2001**

If assignee is not domiciled in the United States, a domestic representative designation is attached:
(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)
76/112293, 76/112294 and 76/153392
Additional numbers attached? Yes No

B. Trademark Registration No.(s)
76/112293, 76/112294 and 76/153392

5. Name and address of party to whom correspondence concerning document should be mailed:
Mr. Michael Wright
Name: **Buchalter, Nemer, Fields & Younger**
Internal Address:

Street Address: **601 South Figueroa Street, 24th Floor**
City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 3.41) \$ **90⁰⁰**
 Enclosed
 Authorized to be charged to deposit account **90E**

8. Deposit account number: **20-0052**
(Attach duplicate copy of this page if paying by deposit account)

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.
Christina E. Wilson
MR. MICHAEL WRIGHT
Name of Person Signing

Michael Wright
Signature
February 5, 2001
Date

Total number of pages including cover sheet, attachments, and document: = **6** pages

U.S. PATENT & TRADEMARK OFFICE
 2001 FEB 15 A 8:54
 TRADEMARK FEE PROCESS RECEIVED

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 5, 2001 by and between Venture Lending & Leasing III, Inc. ("VLL") and Silicon Valley Bank ("SVB"), and VLL as "Agent" for itself and SVB, and Pacific Broadband Communications, Inc., a Delaware corporation ("Grantor"). VLL and SVB are sometimes referred to individually as a "Lender", and, collectively as the "Lenders".

RECITALS

A. Lenders have 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 Lenders, Agent and Grantor dated of even date herewith (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).

B. Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, 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 and all other agreements now existing or hereafter arising between Grantor and Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lenders and Grantor, Grantor grants and pledges to Agent, for the benefit of Lenders, 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 and Trademarks listed on Exhibits A, B and C 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 and all goodwill associated therewith.

This security interest is granted in conjunction with the security interest granted to Lenders under the Loan Agreement. The rights and remedies of Lenders and Agent 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 Lenders and Agent as a matter of law or equity. Each right, power and remedy of Lenders and Agent 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 Lenders or Agent 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 a Lender or Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks in which Grantor has an ownership interest. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, the intellectual property rights listed on such exhibits. From time to time hereafter, Grantor shall register

on an expedited basis such additional intellectual property developed or acquired by Grantor in connection with any product prior to the sale or licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

2480 North First Street
Suite 280
San Jose, CA 95131
Attn: Chief Financial Officer

PACIFIC BROADBAND COMMUNICATIONS, INC., a Delaware corporation

By: 

Title: President and CTO

SVB:

Address of SVB:

3003 Tasman Drive
Santa Clara, CA 95054
Attn: Meg Piper

SILICON VALLEY BANK,
a California banking corporation

By: 

Title: Senior Vice President

VLL:

Address of VLL:

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

VENTURE LENDING & LEASING III, INC.,
a Maryland corporation

By: _____

Title: _____

on an expedited basis such additional intellectual property developed or acquired by Grantor in connection with any product prior to the sale or licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party.

IN WITNESS WHEREOF, the parties have caused 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:

2480 North First Street
Suite 280
San Jose, CA 95131
Attn: Chief Financial Officer

Address of SVB:

3003 Tasman Drive
Santa Clara, CA 95054
Attn: Meg Piper

Address of VLL:

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

GRANTOR:

PACIFIC BROADBAND COMMUNICATIONS, INC., a Delaware corporation

By: _____

Title: _____

SVB:

SILICON VALLEY BANK, a California banking corporation

By: _____

Title: _____

VLL:

VENTURE LENDING & LEASING III, INC., a Maryland corporation

By:  _____

Title:  _____

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Methods and Apparatus for Transmission of Analog Channels Over Digital Packet-Based Networks	09/715,992	11/16/00
Cable Modem Clock Synchronization Using Software Parsing with Hardware Assist	60/199,720	4/26/00
Method and Apparatus for Implementing Constant Latency Z-Domain Transfer Functions Using Processor Elements of Variable Latency	60/199,899	4/26/00
Frequency Agile Digital Transceiver Banks Having Non-Uniform Channel Width and Reduced Connector Density	60/187,194	3/6/00

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
"Pacific Broadband Communications"	76112293	8/17/00
"Leaders of the Last Mile"	76112294	8/17/00
"Dark RF"	76153392	10/24/00