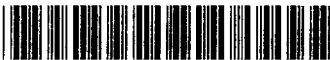


05-22-2001

FORM PTO-
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101725329

5.8.01

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

1. Name of conveying party(ies): Omegaband, Inc.		2. Name and address of receiving party(ies): Name: Silicon Valley Bank	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association		Internal Address: Loan Documentation HA155	
<input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership		Street Address: 3003 Tasman Drive	
<input checked="" type="checkbox"/> Corporation-State		City: Santa Clara State: Ca ZIP: 95054	
<input type="checkbox"/> Other LLC		<input type="checkbox"/> Individual(s) Citizenship	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Association	
3. Nature of conveyance:		<input type="checkbox"/> General Partnership	
<input type="checkbox"/> Assignment <input type="checkbox"/> Merger		<input type="checkbox"/> Limited Partnership	
<input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name		<input checked="" type="checkbox"/> Corporation-State DE	
<input type="checkbox"/> Other		<input type="checkbox"/> Other	
Execution Date: 4/4/01		If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No	
		(Designations must be a separate document from assignment)	
		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

4. Application number(s) or trademark number(s):	
A. Trademark Application No.(s) 75/925,051 75/218,890	B. Trademark Registration No.(s)
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 Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054		6. Total number of applications and registrations involved: 2	
		7. Total fee (37 CFR 3.41):\$ 65.00	
		<input checked="" type="checkbox"/> Enclosed	
		<input type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)	

DO NOT USE THIS SPACE

05/21/2001 GT0N11 00000074 75925051
 01 FC:481 40.00 OP
 02 FC:482 25.00 OP

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.

Shannon Hubbard
Name of Person Signing

Shannon Hubbard
Signature

5/2/01
Date

Total number of pages comprising cover sheet: 6

OMB No 0651-0011 (exp 4/94)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated April 4, 2001 is between SILICON VALLEY BANK ("Bank") and OmegaBand, Inc. ("Grantor").

RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement (the "Loan Agreement"; capitalized terms used herein but not otherwise defined shall have the meaning given to such terms in the Loan Agreement), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works.

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, rights throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other loan documents, and those available in law or equity. Bank's rights, powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other loan document, does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

[Signature page to follow]

BANK:

GRANTOR:

SILICON VALLEY BANK

OMEGABAND, INC.

By: [Signature]
Name: DAVID CLOWER
Title: VICE PRESIDENT

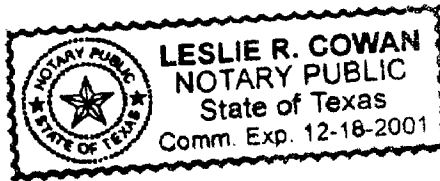
By: [Signature]
Name: MAYUR M MEHTA
Title: President

State of Texas §
 §
County of Travis §

This instrument was acknowledged before me on April 4, 2001 by Mayur Mehta,
_____ of OmegaBand, Inc., a Delaware corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Texas
My Commission Expires: _____

State of Texas §
 §
County of Travis §



This instrument was acknowledged before me on April 4, 2001 by David Clower,
_____ of Silicon Valley Bank, on behalf of said entity.

[Signature]
Notary Public, State of Texas
My Commission Expires: _____



SCHEDULE A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

SCHEDULE C

Trademarks

<u>Mark</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
IBCORE	Integrated circuit components (Class 9); custom design of integrated circuit components; computer peripherals and communication equipment (Class 42)	75/925,051	02/08/2000
OMEGABAND	Integrated circuit components (Class 9); custom design of integrated circuit components, computer peripherals and communication equipment (Class 42)	76/218,890	03/02/2000

SCHEDULE D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None