



06-28-2001



101764012

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 **6-8-01**

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
Effective Date
Month Day Year _____

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Octave Communications, Inc. Execution Date
Month Day Year 04-19-01

Formerly Nexus Systems

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization _____

Receiving Party

Mark if additional names of receiving parties attached

Name Comdisco, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 6111 North River Road

Address (line 2) _____

Address (line 3) Rosemont IL 60018
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 Assignment.)

06/27/2001 LMUELLER 00000099 200052 75566546

FOR OFFICE USE ONLY

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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: 002320 FRAME: 0988

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="75/566546"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="001072172"/>	<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"/>	<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.

Christine E Wilson
Isaac Ruiz

06/06/01

Name of Person Signing

Signature

Date Signed



**AMENDMENT NO. 1 TO
SECURITY INTEREST AGREEMENT OF PATENTS AND TRADEMARKS**

THIS AMENDMENT NO. 1 TO SECURITY INTEREST AGREEMENT OF PATENTS AND TRADEMARKS ("**Amendment**"), is made as of April 19, 2001 by and between OCTAVE COMMUNICATIONS, INC. (the "**Assignor**") and COMDISCO, INC. (the "**Assignee**").

RECITALS

A. Assignor and Assignee are parties to that certain Subordinated Loan and Security Agreement dated September 17, 1999 as amended by that certain Amendment No. 1 to Subordinated Loan and Security Agreement dated as of April 19, 2001 (as it has been and may hereafter be amended from time to time, being the "**Loan Agreement**"), pursuant to which Assignee agreed to extend certain financial accommodations to or for the direct or indirect benefit of Assignor.

B. Pursuant to the Loan Agreement, Assignor executed and delivered to Assignee that certain Security Agreement of Patents and Trademarks dated as of September 17, 1999 (as the same may from time to time be further amended, modified or supplemented, the "**Assignment Agreement**"). Pursuant to the Assignment Agreement, among other things, Assignor granted to Assignee, a security interest in its patents and trademarks to secure its obligations to Assignee under the Loan Agreement. All terms capitalized but not defined herein shall have the respective meanings set forth in the Assignment Agreement.

C. Assignor and Agent are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by Assignor under the Assignment Agreement and, to the extent not granted in the Assignment Agreement, to grant the Liens contemplated by this Amendment.

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

AGREEMENT

1. Amendment of Assignment Agreement. The Assignment Agreement is hereby amended as follows:

1.1 Section 1 of the Assignment Agreement is hereby deleted in its entirety and the following is substituted therefor:

1. **Collateral Assignment of Patents and Trademarks.** To secure the prompt and complete payment, performance and observance of all of the Assignor's indebtedness to Assignee, Assignor hereby grants to Assignee, a continuing security interest in all of Assignor's now existing or hereafter acquired right, title, and interest in all of the following (all of the following items or types of property being herein collectively referred to as the "**Intellectual Property Collateral**"), whether now existing or hereafter arising:

(i) all Patents, Patent Licenses, and applications for Patents, including those listed on **Schedule A**, as the same may be amended to

include any Patents, Patent Licenses and applications for Patents hereinafter acquired, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on **Schedule B** as the same may be amended to include any Trademarks, Trademark Licenses or applications for Trademarks hereafter acquired, and all registrations and renewals thereof;

(iii) all Proceeds thereof.

1.2. Sections 3 and 4 of the Assignment Agreement are hereby amended by replacing all references to "Patents" with the term "Intellectual Property Collateral."

1.3 Section 3, 5 and 7 of the Assignment Agreement is hereby amended by replacing all references to "Patents and Trademarks" with the term "Intellectual Property Collateral."

1.4 **Schedule A** to the Assignment Agreement is hereby supplemented by **Supplement I to Schedule A** attached hereto as **Appendix 1** and made a part hereof.

1.5 **Schedule B** to the Assignment Agreement is attached hereto as **Appendix 2** and made a part hereof.

2. Acknowledgment and Confirmation of Security Interest. Assignor hereby confirms and ratifies its prior assignment and grant, and assigns and grants to Assignee, a continuing, first priority security interest in all of such Assignor's right, title and interest in, to and under the Intellectual Property Collateral.

3. Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when Assignee has received executed counterparts of this Amendment.

4. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows: (a) the representations and warranties contained in the Loan Agreement were true and correct in all material respects when made and, after giving effect to this Amendment, shall remain true and correct in all material respects as of the date hereof; and (b) this Amendment, the Assignment Agreement, as amended hereby, the Loan Agreement, and the other Loan Documents constitute the legal, valid and binding obligations of Assignor, enforceable against Assignor in accordance with their respective terms.

5. Ratification. Except as specifically modified by this Amendment, the parties hereto acknowledge that the Assignment Agreement shall remain binding upon each Assignor and Assignee, and all provisions of the Assignment Agreement shall remain in full force and effect. Assignor expressly ratifies and affirms its obligations to Assignee under the Assignment Agreement, the Loan Agreement and the other Loan Documents. Assignor hereby further acknowledges and affirms that the rights and remedies of Assignee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Miscellaneous.

6.1 Complete Agreement. The Assignment Agreement, as modified and amended by this Amendment, together with the Loan Agreement and the other Loan Documents, constitute the complete agreement among the parties hereto and thereto, and supersedes any prior written or oral agreements, writings, communications or understandings of the parties hereto and thereto, with respect to the subject matter hereof or thereof.

6.2 Recitals. The recitals to this Amendment shall constitute a part of the agreement of the parties hereto.

6.3 Counterparts. This Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Amendment.


6.4 No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of Assignee under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the Security Agreement of Patents and Trademarks to be duly executed and delivered as of the date first written above.

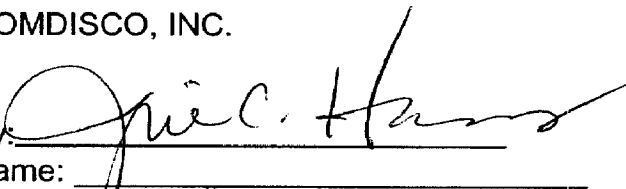
"Assignor"

OCTAVE COMMUNICATIONS, INC.

By: 
Name: BRIAN R. DAY
Title: CFO

"Assignee"

COMDISCO, INC.

By: 
Name: JILL C. HANES
Title: SENIOR VICE PRESIDENT

APPENDIX 1

**SUPPLEMENT I
TO SCHEDULE A**

To Security Agreement of Security Interest in Patents and Trademarks

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
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PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
High Capacity Conferencing System with Conference Router	March 16, 2000	60/189,807

PATENT LICENSES

Name	Licensor	Licensee	Patent Number
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