



To the Honorable Commissioner of Patents and Trademarks

documents or copy thereof.

1. Name of conveying party(ies):

101767918

address of receiving party(ies):

Pinpoint Networks, Inc.

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, California 95054

- Individual
- General Partnership
- Corporation-State: Delaware
- Other

6.25.01

- Individual(s) citizenship JUN 25 2001
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other California State Chartered Bank

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)

Execution Date: June 7, 2001

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s)

A. Trademark Application No(s): 75/916,286, 75/916,285, 75/916,284

B. Trademark Registration No(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

W. Christopher Matton
Kilpatrick Stockton LLP
3737 Glenwood Avenue, Suite 400
Raleigh, North Carolina 27612

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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.

W. Christopher Matton
Name of Person Signing

[Signature]
Signature

June 7, 2001

Date

Total number of pages comprising cover sheet: 1

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Mail documents to be recorded with required cover sheet information to:

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Washington, D.C. 20231

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Trademark
Office

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated June 7, 2001, is between SILICON VALLEY BANK ("Bank") and PINPOINT NETWORKS, INC. ("Grantor").

RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the First Loan Modification Agreement, dated as of the date hereof (the "Loan Modification Agreement"), but only if Grantor grants to Bank a specific security interest in its Copyrights, Trademarks, and Patents pursuant to the terms and conditions hereof.

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.

C. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Loan Modification Agreement or that certain Loan and Security Agreement between Bank and Grantor, dated as of June 23, 2000 (the "Loan Agreement").

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property (as defined in the Loan Agreement and including, without limitation, the Copyrights, Patents, and Trademarks listed on Schedules A, B, and C), and all proceeds thereof (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part.

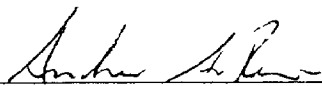
If any copyright, patent or trademark registration issues to Grantor after the date hereof, within thirty (30) days of receipt of such certificate, Grantor will deliver to Bank a copy of such certificate and an assignment for security in such copyright, patent or trademark registration, in form reasonably satisfactory to Bank. In the event Grantor fails to take any action to maintain any copyright, patent or trademark registration of Grantor, Bank may, in Bank's sole discretion and at Grantor's sole expense, take such action as is reasonably necessary to maintain any such copyright, patent or trademark registration of Grantor.

This security interest is granted in conjunction with the security interest granted under the Loan Modification Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Modification 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 herein. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Modification Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

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SILICON VALLEY BANK

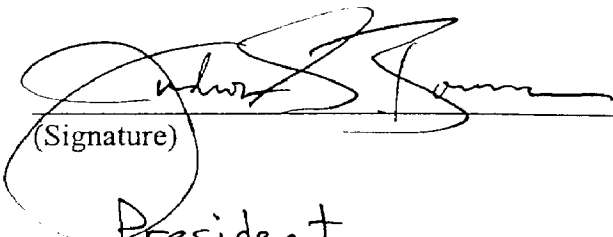
PINPOINT NETWORKS, INC.



(Signature)

Sr. Vice President

(Title)



(Signature)

President

(Title)

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Application
Number

Application
Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Filing Date</u>
Pinpoint (service mark)	75/916,286	02/14/2000
Pinpoint.com (service mark)	75/916,285	02/14/2000
Pinpoint and design (service mark)	75/916,284	02/14/2000