

07-20-2001

FORM PTO-
1-31-92

RECC



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101784333

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

1. Name of conveying party(ies): **Glow Networks, Inc.** 7-1701

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other LLC

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date:
March 6, 2001

2. Name and address of receiving party(ies):
Name: Silicon Valley Bank
Internal Address: Loan Documentation HA155
Street Address: 3003 Tasman Drive
City: Santa Clara State: Ca ZIP: 95054

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **DE**
 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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)
76/085,122
76/112,636
76/112,637
76/085,120
76/085,121

B. Trademark Registration No.(s)

Additional numbers attached? Yes 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: 5

7. Total fee (37 CFR 3.41):\$ 140.00
 Enclosed
 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

07/19/2001 IDIAZI 00000088 76085122
01 FE:481 40.00
02 FE:482 100.00

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

7/16/01
Date

Total number of pages comprising cover sheet:

OMB No 0651 -0011 (exp 4/94)

TRADEMARK
REEL: 002332 FRAME: 0155

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated March 2, 2001 is between SILICON VALLEY BANK ("Bank") and GLOW NETWORKS, INC. ("Grantor").

RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement dated as of the Date hereof between Grantor and Bank (the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral"). Capitalized terms used but not otherwise defined shall have the meanings set forth in the Loan Agreement.

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 reissues, 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 right, power or remedy.

BANK:

SILICON VALLEY BANK



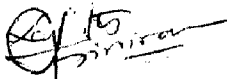
(Signature)

Vice President

(Title)

GRANTOR:

GLOW NETWORKS, INC.



(Signature)

President & CEO

(Title)

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Optical Network Engineering at Light Spe Etc.	76/085,122	May 22, 2001
Gloworks	76-112,636	August 18, 2000
Gloware	76-112,637	August 18, 2000
We Bring Light to the Internet	76/085,120	April 24, 2001
Glow Networks	76-085,121	July 7, 2000