

08-28-2001

FORM PTO-1595

1-31-02

RE



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101824291

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

1. Name of conveying party(ies):

Teraburst Networks, Inc.

08/21/01

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

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____

Execution Date: 8/1/01

2. Name and address of receiving party(ies):

Name: Silicon Valley Bank

Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

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

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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

76-120,024

76-120,023

76-120,022

76-120,021

76-120,020

76-120,019

B. Trademark No.(s)

76-120,018

76-120,017

76-120,016

76-120,015

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 trademark involved: 10

7. Total fee (37 CFR 3.41): \$265.00

☒ 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

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.

Pia Amarillas Pena
Name of Person Signing

Signature
8/10/01
Date

Total number of pages comprising cover sheet: 8

OMB No 0651-0011 (exp 4/94)

TRADEMARK
REEL: 002356 FRAME: 0126

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 1, 2001 by and between SILICON VALLEY BANK ("Bank") and TERABURST NETWORKS, INC. ("Grantor").

RECITALS

A. Bank has 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 Bank and Grantor dated August 1, 2001 (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

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

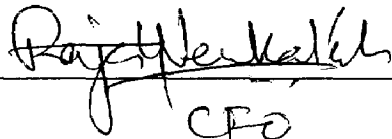
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

TERABURST NETWORKS, INC.

985 Stewart Avenue
Sunnyvale, CA 94086

By: 
Title: CFO

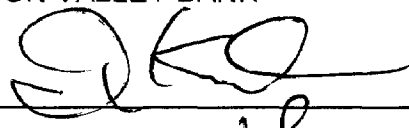
Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: 
Title: V.P.

Attn: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

see attached Annex "A"

new Status

Page 1 Code: Italic = Inactivated

| Code | Title | Status or File Date |
|--------------|--|------------------------|
| PT001 | Network Topology using All-Optical Waveguide System and Components | folded into 2 and 3 |
| <i>PT002</i> | Crosspoint microwave switching architecture for optical telecommunications | Prov 2/25/00 |
| <i>PT003</i> | Waveguide Crossconnect Switch with large array size and high bit rate | Prov 2/25/00 |
| <i>PT004</i> | Crosspoint microwave switching architecture for optical telecommunications | folded into 5 |
| <i>T005</i> | Crossconnect Switch with large array size and high bitrate using Wideband Switch ... | Filed 6/23/00 |
| <i>T006</i> | Crossconnect Switch with a flat frequency response and a high cutoff frequency | Filed 11/16/00 |
| T007 | Microwave Switch array using capacitive divider switch elements | Dormant |
| T008 | Vision of Telecommunications Switch Array Controlled by a Coplanar Optical Display | Folded into 9 |
| <i>T009</i> | Andromeda Photoconductive Switch Array | Filed 2/16/01 |
| <i>T010</i> | Andromeda Thyristor Switch Component | Filed 2/16/01 |
| <i>T011</i> | Andromeda Thyristor Switch Array | Filed 2/16/01 |
| <i>T012</i> | PLZT Electro-Optical Switch Component | Filed 4/23/01 |
| <i>T013</i> | Grounded Coverplate for minimizing L-L Crosstalk and Dispersion | Filed 5/25/01 |
| <i>T014</i> | X-Y Stack | Filed 7/16/01 |
| <i>T015</i> | Cube | Filed 7/23/01 |

"ANEX" A

Patents

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

76-120, 024

76-120, 023

76-120, 022

76-120, 021

76-120, 020

76-120, 019

76-120-018

76-120-017

76-120, 016

76-120, 015

TRADEMARK

REEL: 002356 FRAME: 0132

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date