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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (Rev. 02/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 8-30-01 Cayman Systems, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State MA [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: Silicon Valley Bank DBA: Silicon Valley East Internal Address: Street Address: 3003 Tasman Drive City: Santa Clara State: CA Zip: 95054 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [x] Other CA- Chartered Bank 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 [x] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [x] Security Agreement [ ] Change of Name [ ] Other Execution Date: August 6, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christopher E. Kondracki Internal Address: Street Address: 2001 Jefferson Davis, Hwy., Suite 505 City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved: 22 7. Total fee (37 CFR 3.41): \$ 565.00 [x] 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. Christopher E. Kondracki Name of Person Signing [Signature] Signature 8/29/01 Date

Total number of pages including cover sheet, attachments, and document: 17

09/05/2001 LNUELLER 00000437 1505367

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 02 FC:482

40.00 OP 525.00 OP



Trademark Applications and Registrations  
Continuation of Items 4A and 4B

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
CAYMAN and design	U.S.		1,585,367	Registered
GATORSURF	U.S.		2,205,034	Registered
CAYMAN SYSTEMS and design	U.S.		1,549,946	Registered
THE CAYMAN DIGITAL CONCIERGE	U.S.	76/211860		Pending
DIGITAL FREEDOM	U.S.	76/167405		Pending
DIGITAL FRONT DOOR	U.S.	76/211861		Pending
CALYPSO	U.S.	76/233277		Pending
BREAK WATER	U.S.	76/214036		Pending
BARRIER REEF	U.S.	76/213360		Pending
SAFEHARBOUR	U.S.	76/213363		Pending
PIPELINE	U.S.	76/213356		Pending
EBB TIDE	U.S.	76/213145		Pending

**Trademark Applications  
Continuation of Item 4A**

STOWAWAY	U.S.	76/213354	Pending
LANDLUBBER	U.S.	76/214035	Pending
BEACHCOMBER	U.S.	76/213396	Pending
DUFFLE BAG	U.S.	76/213362	Pending
RESIDENTIAL EDGE	U.S.	76/217034	Pending
EASY-TO-USE, HARD-TO- MISUSE	U.S.	76/236915	Pending
Sunburst design	U.S.	76/258081	Pending
CAYMAN and design	U.S.	76/280493	Pending
CAYMAN	U.S.	76/278706	Pending
CAYMAN SYSTEMS	U.S.	76/257496	Pending



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 6 day of August, 2001 by and between **CAYMAN SYSTEMS, INC.**, a Massachusetts corporation, whose address is 296 Concord Road, Billerica, Massachusetts 01821 ("Grantor"), and **SILICON VALLEY BANK**, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, CA 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462, doing business under the name "Silicon Valley East" ("Lender").

### RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Loan and Security Agreement dated February 2, 2001 between Grantor and Lender, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (each as defined below) to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its intellectual property rights (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on EXHIBIT

**B** attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **EXHIBIT C** attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on **EXHIBIT D** attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on **EXHIBIT E** attached hereto; and

(i) All amendments, extensions, and renewals of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the security interest granted herein does not extend to and the term "Intellectual Property Collateral" does not include any such intellectual property rights licensed from third parties to the extent that such rights are nonassignable by their terms (but only to the extent the prohibition is enforceable under applicable law, including, without limitation, the Code) without the consent of the licensor or other party (but only to the extent such consent has not been obtained).

2. **Authorization and Request.** Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. **Covenants and Warranties.** Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers and resellers in the ordinary course of business and subject to the rights of any licensors with respect to Intellectual Property Collateral licensed from third parties.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest.

(c) During the term of this IP Agreement, Grantor will not, without the prior written consent of the Lender, transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use reasonable efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that such action is appropriate.

(g) Grantor shall promptly apply to register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below; provided, however, that such security interest may not be perfected with respect to after acquired Copyrights until appropriate amendments to the applicable filings are filed with the Register of Copyrights evidencing the security interest granted in such after acquired Copyrights;

(i) To its knowledge, except for, and upon, the filing of UCC-1 Financing Statements with the appropriate filing offices and the filings with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of

a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, that nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact; Financing Statements.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Lender's discretion, upon Grantor's failure or inability, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

(c) Grantor hereby authorizes Lender to file financing statements without notice to Grantor, with all appropriate jurisdictions, as Lender deems appropriate, in order to further perfect or protect Lender's interest in the Intellectual Property Collateral.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or any document from Grantor to Lender; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Intellectual Property Collateral to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. Release. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender's security interest in the Intellectual Property Collateral shall automatically terminate, and Lender shall execute and deliver to Grantor all deeds, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property pledged hereunder, subject to any disposition thereof which may lawfully have been made by Lender pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in



accordance with the laws of the Commonwealth of Massachusetts. EACH PARTY ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

16. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Borrower; (ii) to prospective transferees or purchasers of any interest in the Loans, provided that the Lender shall use reasonable efforts to require such perspective transferees or purchasers to agree to be bound by this confidentially provision; (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lender's examination or audit; and (v) as Lender reasonably considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender does not know that the third party is prohibited from disclosing the information.

**EXECUTED** as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

**Address of Grantor:**

296 Concord Road  
Billerica, Massachusetts 01821

**GRANTOR:**

**CAYMAN SYSTEMS, INC.**

By: *Claire Wadlington*

Name: *Claire Wadlington*

Title: *CFO & VP Finance*

**AGREED AND ACCEPTED:**

**LENDER:**

SILICON VALLEY BANK

By: *Peter Bendaris*

Name: *PETER BENDARIS*

Title: *Vice President - Market Manager*

655867.4



EXHIBIT A  
COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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None.

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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None.

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>
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SEE ATTACHMENT



Exhibit A - Schedule of Unregistered Copyrights (where no copyright application is pending)

Copyright Description	Date of Creation	First Date of Distribution	Cayman Internal Number
<b>Collateral</b>			
3220 Brochure	Jan 1 1999	Jan 1 1999	MD-3220-000-301
2E Brochure	Jan 1 1999	Jan 1 1999	MD-2E-000-301
Calypso Brochure	March 1 2001	March 1 2001	MD-C1-000-501
BreakWater Brochure	Jan 1 2001	Jan 1 2001	MD-BW-000-501
BarrierReef Brochure	Feb 3 2001	Feb 3 2001	MD-BR-000-501
Safeharbour Brochure	Feb 3 2001	Feb 3 2001	MD-SH-000-501
Telecommuter White Paper	May 10 2001	May 10 2001	MD-TELE-100-501
SBC Sales Aid	July 1 2001	July 1 2001	MD-SBC-000-701
Product Family Brochure			MD-FAMILY-000-701
<b>Sales Presentations</b>			
2E	June 1 1999	June 1 1999	MD-2E-PPT-701
3220	June 1 1999	June 1 1999	MD-3220-PPT-701
Calypso	March 1 2001	March 1 2001	MD-CI-PPT-701
Product Roadmap	June 1 1999	June 1 1999	MD-RM-PPT-701
<b>User Documentation</b>			
Cayman 2E User's Guide Release 5.3 Sept 1999	Aug-99	Sep-99	UD-2E-530-999
Cayman 2E-H User's Guide Release 5.4 Feb 2000	Jan-00	Feb-00	UD-2E-540-200
Cayman 3220-H User's Guide Release 5.5 April 2000	Apr-00	Apr-00	UD-32-550-400
Cayman 3220-H-W User's Guide Release 5.5 April 2000	Apr-00	Apr-00	UD-3W-550-400
Cayman 2E User's Guide Release 5.5 May 2000	May-00	May-00	UD-2E-550-500
Cayman 2E-H User's Guide Release 5.5 May 2000	May-00	May-00	UD-2H-550-500
Cayman 3220-H User's Guide Release 5.6 August 2000	Aug-00	Aug-00	UD-32-560-800
Cayman 3220-H-W User's Guide Release 5.6 August 2000	Aug-00	Aug-00	UD-3W-560-800
Cayman 2-E User's Guide Release 5.6 August 2000	Aug-00	Aug-00	UD-2E-560-800
Cayman 2-E-H User's Guide Release 5.6 August 2000	Aug-00	Aug-00	UD-2H-560-800
Cayman 3220-H User's Guide Release 5.6.1 October 2000	Oct-00	Oct-00	UD-32-561-100
Cayman 3220-H-W User's Guide Release 5.6.1 October 2000	Oct-00	Oct-00	UD-3W-561-100
Cayman 2E User's Guide Release 5.6.1 October 2000	Oct-00	Oct-00	UD-2E-561-100
Cayman 2E-H User's Guide Release 5.6.1 October 2000	Oct-00	Oct-00	UD-2H-561-100
Cayman 3220-H User's Guide Release 5.6.2 November 2000	Nov-00	Nov-00	UD-32-562-110
Cayman 3220-H-W User's Guide Release 5.6.2 November 2000	Nov-00	Nov-00	UD-3W-562-110
Cayman 2E User's Guide Release 5.6.2 November 2000	Nov-00	Nov-00	UD-2E-562-110
Cayman 2E-H User's Guide Release 5.6.2 November 2000	Nov-00	Nov-00	UD-2H-562-110
Cayman 2E-H-W User's Guide Release 5.6.2 November 2000	Nov-00	Nov-00	UD-2W-562-110
Configure Your PC for HomeRF		Sep-00	12401-1 Rev A
DSL Equipment Installation Guide	Oct-00	Nov-00	UD-EI-000-100
DSL Equipment Installation Guide, Wired and Wireless LANs	Dec-00	Jan-01	UD-EI-001-100
Calypso Easy Self Installation Guide	Jun-01	Jun-01	UD-EI-002-601
Hardware Installation and Configuration Guide <3220-H>	Apr-01	May-01	CD015902
SoftwareUser Guide <COS 590R0>	Apr-01	May-01	CD015901
Hardware Installation and Configuration Guide <2E-H>	May-01	Jun-01	CD015912
SoftwareUser Guide <COS 590R1>	May-01	Jun-01	CD015911

**Getting Started Guides**

"G. S. with the Cayman 2E"	Sep-99	Sep-99	12368-1 Rev B
"G. S. with the Cayman 2E-H"	Jan-00	Feb-00	12369-1 Rev B
"G. S. with the Cayman 3220-H"	Mar-00	Apr-00	12370-1 Rev B
"G. S. with the Cayman 2E-WRF"	Oct-00	Oct-00	12389-1 Rev 2
"G. S. with the Cayman 2E-H-WRF"	Oct-00	Oct-00	12390-1 Rev B
"G. S. with the Cayman 3220-H-WRF"	Oct-00	Oct-00	12418-1 Rev B
"G. S. with the Cayman 3220-H-W11"	Oct-00	Oct-00	12419-1 Rev B
"G. S. with the Cayman 2E-H-W11"	Oct-00	Oct-00	12423-1 Rev B

**Operating System Software**

Gatorsurf v. 5.6.0 R0	Jan-99	Jan-99	
Gatorsurf v. 5.6.1 R1	Mar-99	Mar-99	
Gatorsurf v. 5.6.1 R2	Jun-99	Jun-99	
Gatorsurf v. 5.6.2 R0	Jan-00	Jan-00	
Gatorsurf v. 5.6.2 R2	Jun-00	Jun-00	
Gatorsurf v. 5.6.2 R5	June, 2001	June, 2001	
Cayman OS v. 6.0.0 R1	Jan, 2001	Jan, 2001	
Cayman OS v. 7.0.0 B2	Mar, 2001	Mar, 2001	
Cayman OS v. 5.9.0 R0	May, 2001	May, 2001	
Cayman OS v. 5.9.0 R1	May, 2001	May, 2001	
Cayman OS v. 6.2.0 R1	June, 2001	June, 2001	

Exhibit B attached to that certain Intellectual Property Security Agreement dated August 6, 2001.



EXHIBIT B

PATENTS

<u>PATENT DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
Network Protocol Translator Including Method and Apparatus For Reducing Interprocess Communication and Data	CAYB-0020	U.S.	5073852	12/16/88	Abandoned

Exhibit C attached to that certain Intellectual Property Security Agreement dated August 6, 2001.

EXHIBIT C - TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
CAYMAN and design	U.S.		1,585,367	Registered
GATORSURF	U.S.		2,205,034	Registered
CAYMAN SYSTEMS and design	U.S.		1,549,946	Registered
THE CAYMAN DIGITAL CONCIERGE	U.S.	76/211860		Pending
DIGITAL FREEDOM	U.S.	76/167405		Pending
DIGITAL FRONT DOOR	U.S.	76/211861		Pending
CALYPSO	U.S.	76/233277		Pending
BREAK WATER	U.S.	76/214036		Pending
BARRIER REEF	U.S.	76/213360		Pending
SAFEHARBOUR	U.S.	76/213363		Pending
PIPELINE	U.S.	76/213356		Pending
EBB TIDE	U.S.	76/213145		Pending

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EXHIBIT C - TRADEMARKS (continued)

STOWAWAY	U.S.	76/213354	Pending
LANDLUBBER	U.S.	76/214035	Pending
BEACHCOMBER	U.S.	76/213396	Pending
DUFFLE BAG	U.S.	76/213362	Pending
RESIDENTIAL EDGE	U.S.	76/217034	Pending
EASY-TO-USE, HARD-TO- MISUSE	U.S.	76/236915	Pending
Sunburst design	U.S.	76/258081	Pending
CAYMAN and design	U.S.	76/280493	Pending
CAYMAN	U.S.	76/278706	Pending
CAYMAN SYSTEMS	U.S.	76/257496	Pending



EXHIBIT D  
MASK WORKS

MASK WORK  
DESCRIPTION

INTERNAL  
NUMBER

**Artwork**

PCB,850 BGA, main bd	16031-0
PCB,3220 850 BGA Alc	16032-0
PCB,3220 Wireless	16035-0
PCB,2E(W) & 2E-H(W)	16036-0
PCB,3220 w/wireless	16037-0
PCB,C1(Callisto)	16040-0
PCB,Laurel	16050-0
PCB,Saturn	16060-0
PCB,Hardy	16070-0

**Schematic**

Schematic,2E & 2E-H 850	16031-SCH
Schematic,3220-H product	16032-SCH
Schematic,3220 Wireless	16035-SCH
Schematic,2E(W) & 2E-H(W)	16036-SCH
Schematic,3220-H	16037-SCH
Schematic,C1(Callisto)	16040-SCH
Schematic,Laurel	16050-SCH
Schematic,Saturn	16060-SCH
Schematic,Hardy	16070-SCH



Exhibit E attached that certain Intellectual Property Security Agreement dated August 6, 2001.

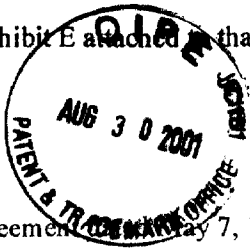


EXHIBIT E

LICENSES

License Agreement dated May 7, 1996 between AT&T Paradyne Corporation and Cayman Systems, Inc.

License Agreement dated May 11, 2000 between Virata Corporation and Cayman Systems, Inc.

Development Agreement dated April 8, 1998 between Nokia and Cayman Systems, Inc., as amended.

United States-Israel Science and Technology Foundation Joint Venture Agreement dated October 28, 1999 between Orckit Communications Ltd. and Cayman Systems, Inc.

Distribution Software License Agreement dated October 11, 2000 between Allegro Software Development Corporation and Cayman Systems, Inc.

License Agreement dated June 30, 2000 between Elron Software, Inc. and Cayman Systems, Inc.

Development Agreement dated March 7, 2001 between Elron Software, Inc. and Cayman Systems, Inc.

Golden Gateway Terms and Conditions dated March 27, 2001 between Telogy Networks, Inc. and Cayman Systems, Inc.

Evaluation License Agreement dated April 10, 2001 between BroadJump, Inc. and Cayman Systems, Inc.

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RECORDED: 08/30/2001

TRADEMARK  
REEL: 002361 FRAME: 0762