

10-19-2001

FORM PTO-1595

1-31-92



SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

101880219

Y

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

1. Name of conveying party(ies):
Layer N Networks, Inc. *10-90)*

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

2. Name and address of receiving party(ies):
 Name: **Silicon Valley Bank**
 Internal Address: **HA155**

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

Execution Date: **06/29/2001**

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) 76/133,064 76-132,687	B. Trademark 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 trademark involved: **2**

7. Total fee (37 CFR 3.41): **\$65.00**
 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

10/18/2001 BYRME 00000094 76133064

01 FC:481 40.00 OP
 02 FC:482 25.00 OP

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.

Maribel Arteaga
 Name of Person Signing

Maribel Arteaga
 Signature

10/02/2001
 Date

Total number of pages comprising cover sheet: 7

OMB No 0651 -0011 (exp 4/94)

TRADEMARK
REEL: 002385 FRAME: 0660

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated June 29, 2001 is between SILICON VALLEY BANK ("Bank") and Layer N Networks, Inc. ("Grantor").

RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement (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").

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. To the extent that Intellectual Property Collateral is any license or contract right of Grantor, the security interest herein granted extends only to Borrower's interest therein, and does not extend to such licenses or contract rights to the extent that the granting of a security interest therein would be prohibited by applicable law, or (ii) that such rights are nonassignable by their terms (but only to the extent the prohibition is enforceable under applicable law, including, without limitation, Section 9.318(d) of the Code) without the consent of the licensor or other party (but only to the extent such consent has not been obtained). Except as disclosed on the Schedule to the Loan and Security Agreement, Grantor is not a party to, nor is bound by, any material license or other material agreement that prohibits or otherwise restricts Grantor from granting a security interest in Grantor's interest in such license or agreement or any other property. Without prior notice to Bank, Grantor shall not enter into, or become bound by, any such license or agreement which is reasonably likely to have a material impact on Grantor's business or financial condition. Grantor shall take such steps as Bank requests (to the extent that such steps are commercially reasonable) to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for such licenses or contract rights to be deemed "Collateral" and for Bank to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such license or agreement, whether now existing or entered into in the future. A "licensee in ordinary course of business" of Intellectual Property of Borrower takes its rights under a nonexclusive license thereof free of the security interest hereby created. In this Section, "licensee in ordinary course of business" means a person that becomes a licensee of Borrower's Intellectual Property in good faith, without knowledge that the license violates the rights of another person in such Intellectual Property if such nonexclusive license comports with either (a) the usual or customary practices in the kind of business in which Borrower is engaged or (b) Borrower's own usual or customary practices.

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

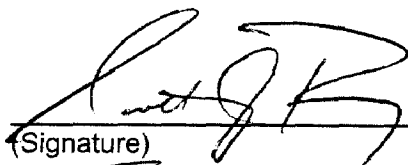
GRANTOR:
Layer N Networks, Inc.



(Signature)

Vice President

(Title)



(Signature)

Treasurer

(Title)

EXHIBIT A

Copyrights

<u>Description</u>	Registration/Application <u>Number</u>	Registration/Application <u>Date</u>
<i>None</i>		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Fastest algorithm	N/A	June 26, 2001
Chip design spec		June 26, 2001
Layer 3 ethernet switch		June 26, 2001
Method and Apparatus		
for Shotgun Multiplication		May 12, 2001

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
None		
INTL CLASS: 9 (Electrical + Scientific Apparatus) U.S. CLASS: 21 (Electrical Apparatus, Machines, and Supplies) 23 (Cutlery, Machines, and Tools, parts thereof) 26 (Measuring and Scientific Appliances) 36 (Musical Instruments and Supplies) 38 (Prints and Publications)	76-133,004	September 21, 2000
Intl Class: 9 (Electrical and Scientific Apparatus) 21 (Electrical Apparatus, Machines and Supplies) 23 (Cutlery, Machines, and Tools, parts thereof) 26 (Measuring and Scientific Appliances) 36 (Musical Instruments and Supplies) 38 (Prints and Publications)	76-132,087	September 21, 2000

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
<i>None</i>		