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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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):

WaveSmith Networks, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: October 31, 2001

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

Name: GATX Ventures, Inc., as Agent

Internal Address:

Street Address: 3687 Mt. Diablo Blvd., #200

City: Lafayette State: CA Zip: 94549

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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 registration number(s):

A. Trademark Application No.(s) 76/027,646 76/279,154 76/026,911 76/277,058

B. Trademark Registration No.(s)

N/A

Additional number(s) attached Yes No

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

Name: GATX Ventures, Inc.

Internal Address: Att: Legal Department

Street Address:

3687 Mt. Diablo Blvd., Suite 200

City: Lafayette State: CA Zip: 94549

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

- 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.

Gizelle Barany, Associate Counsel for GATX Ventures, Inc.

Name of Person Signing

Signature

November 1, 2001

Date

Total number of pages including cover sheet, attachments, and document: 9

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

TRADEMARK REEL: 002394 FRAME: 0781

Form PTO-1594  
Continuation of Item 1

WS Contract Corp.

**AMENDED AND RESTATED COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS**

This Amended and Restated Collateral Grant of Security Interest of Patents and Trademarks (this "Amended and Restated Agreement") is made on this 29th day of October, 2001, by and between WAVESMITH NETWORKS, INC. ("WaveSmith"), WS CONTRACT CORP. ("WSCC" and together with WaveSmith, "Grantors"), GATX VENTURES, INC., as administrative agent (the "Administrative Agent").

**WHEREAS**, WaveSmith and Comdisco, Inc., Administrative Agent's predecessor administrative agent ("Comdisco"), and the other lenders signatory thereto entered into that certain Loan and Security Agreement, dated as of December 14, 2000, (the "Original Loan Agreement"). On May 10, 2001, WaveSmith, Comdisco, Administrative Agent and the other lenders signatory thereof entered into that certain letter agreement whereby Comdisco was replaced by Administrative Agent as the administrative agent under the Original Loan Agreement. The Original Loan Agreement was subsequently amended and restated by that certain Amended and Restated Loan and Security Agreement, dated as of October 29, 2001, by and among WaveSmith, WSCC, Administrative Agent, and the other Lenders (as defined and identified therein) (the "Amended and Restated Loan Agreement"). Pursuant to the Original Loan Agreement and the Amended and Restated Loan Agreement, Grantors have granted to Administrative Agent, for the benefit of Administrative Agent and Lenders, a security interest in all of the assets of Grantors, including all the present and future rights, title, and interest that Grantors may now have or hereafter acquire in all Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for Patents or Trademarks (each as defined in the Amended and Restated Loan Agreement), whether presently existing or hereafter arising or acquired, to secure the payment of all Obligations (as defined in the Amended and Restated Loan Agreement) owing by Grantors under the Amended and Restated Loan Agreement and the other Loan Documents referred to therein.

**WHEREAS**, Grantors own an interest in the patents, applications for patents and are parties to the patent licenses listed on Schedule A.

**WHEREAS**, Grantors own an interest in the trademarks, applications for trademarks and are parties to the trademark licenses listed on Schedule B.

**WHEREAS**, pursuant to the Original Loan Agreement, WaveSmith executed in favor of Comdisco, Inc., Administrative Agent's predecessor administrative agent under the Original Loan Agreement, the Collateral Grant of Security Interest of Patents and Trademarks, dated as of December 14, 2001 (the "Original Grant of Security Interest").

**WHEREAS**, in connection with the Amended and Restated Loan Agreement, WaveSmith and Administrative Agent desire to amend and restate the Original Grant of Security Interest upon the terms and conditions set forth herein.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Administrative Agent agree as follows:

1. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantors hereby grant to Administrative Agent, for the benefit of Administrative Agent and Lenders, a continuing security interest in all of Grantors' now existing or hereafter acquired right, title, and interest in all of the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising:

(i) all Patents, Patent Licenses, and applications for Patents, including those listed on Schedule A, as the same may be amended to include any Patents, Patent Licenses and applications for Patents hereinafter acquired, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule B as the same may be amended to include any Trademarks, Trademark Licenses or applications for Trademarks hereafter acquired, excluding in all cases any Intent to Use Applications, in all cases including all goodwill associated with any of the foregoing, and all registrations and renewals thereof;

(iii) all Proceeds thereof.

Without limiting the generality and effectiveness of this Section 1, WaveSmith hereby reaffirms and continues in effect the respective grants of security interests under the Original Grant of Security Interest and acknowledges GATX Ventures, Inc. as the successor Administrative Agent thereunder. Each Grantor agrees that all "Intellectual Property Collateral" (under and as defined in the Original Grant of Security Interest) is and shall continue to be security for the Obligations (as defined in the Original Loan Agreement). In addition, following the consummation of the transactions contemplated by the Asset Transfer Agreement (as defined in the Amended and Restated Loan Agreement, this Amended and Restated Agreement shall continue in effect with respect to the security interests of Administrative Agent in and to the Intellectual Property Collateral. Each Grantor agrees that all "Intellectual Property Collateral" (under and as defined in the Original Grant of Security Interest) is and shall continue to be security for the Obligations following the consummation of such transaction.

2. Authorization. Grantors hereby authorize and request that the Commissioner of Patents and Trademarks record this Amended and Restated Agreement and the interests herein granted.

3. Amended and Restated Loan Agreement. The security interest in the Intellectual Property Collateral is granted to secure the Obligations under and pursuant to the Amended and Restated Loan Agreement. Grantors do hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Amended and Restated Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All capitalized terms and rules of construction used herein but not defined or established herein shall be applied herein as defined or established in the Amended and Restated Loan Agreement.

4. Governing Law. This Amended and Restated Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of law principles hereof, and (where applicable) the laws of the United States of America.

5. Further Assurances. At any time and from time to time, upon the written request of Administrative Agent, and at the sole expense of Grantors, Grantors will promptly and duly execute and deliver such further instruments and documents and take such further action as Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement, the Amended and Restated Loan Agreement and of the rights and powers herein and therein granted, including, without limitation, the filing of any additional, supplemental, or amended Collateral Grant of Security Interest of Patents and Trademarks with the U.S. Patent and Trademark Office, or the filing of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or any Loan Document.

6. Administrative Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, subject to the terms of the Amended and Restated Loan Agreement, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce its interests in and to the Intellectual Property Collateral, and, if Administrative Agent shall commence any such suit, Grantors shall, at the request of Administrative Agent, do any and all lawful acts and execute and deliver any and all proper documents, instruments or information that may be necessary or desirable to aid Administrative Agent in such enforcement and Grantors shall promptly, upon demand, reimburse and indemnify Administrative Agent for all costs and expenses, including reasonable attorneys' fees, incurred by Administrative Agent in the exercise of the foregoing rights.

7. Modification. This Amended and Restated Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantors and Administrative Agent.

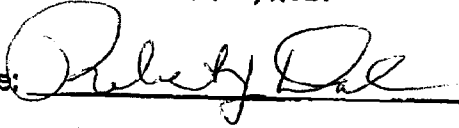
8. Binding Effect. This Amended and Restated Agreement shall be binding upon Grantors and their respective successors and assigns, and shall inure to the benefit of Administrative Agent, its nominees and assigns.

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IN WITNESS WHEREOF, Grantors has duly executed this Amended and Restated Collateral Grant of Security Interest in Patents and Trademarks as of the date first set forth above.

**GRANTORS:**

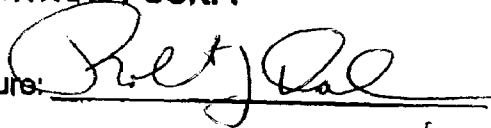
**WAVESMITH NETWORKS, INC.**

Signature: 

Print Name: ROBERT J. DARIUS

Title: PRESIDENT + CEO

**WS CONTRACT CORP.**

Signature: 

Print Name: ROBERT J. DARIUS

Title: PRESIDENT + CEO

**ADMINISTRATIVE AGENT:**

**GATX VENTURES, INC.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, Grantors has duly executed this Amended and Restated Collateral Grant of Security Interest in Patents and Trademarks as of the date first set forth above.

**GRANTORS:**

**WAVESMITH NETWORKS, INC.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WS CONTRACT CORP.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ADMINISTRATIVE AGENT:**

**GATX VENTURES, INC.**

Signature: *Robert D. Pomeroy, Jr.*

Print Name: Robert D. Pomeroy, Jr.  
Senior Vice President

Title: \_\_\_\_\_

## SCHEDULE A

### To Collateral Grant of Security Interest in Patents and Trademarks Between WaveSmith Networks, Inc. and WS Contract Corp., as Grantors, and GATX Ventures, Inc. as Administrative Agent

#### PATENTS AND PATENT APPLICATIONS

##### PATENTS

Patent Name	Status and Date Issued	Patent Number
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NONE

##### PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Highly Channelized Physical Port Polling	August 31, 2001 – Provisional. Pending and must be converted to a nonprovisional (utility application) by August 31, 2002 to retain priority date.	Docket No. – WSN-001PR Serial No. – 60/316,587

##### PATENT LICENSES

Name	Licensor	Licensee	Patent Number
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NONE



**SCHEDULE B****To Collateral Grant of Security Interest in Patents and Trademarks  
Between WaveSmith Networks, Inc. and WS Contract Corp., as Grantors,  
and GATX Ventures, Inc. as Administrative Agent****TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Trademark Name:</b>	<b>Jurisdiction</b>	<b>Class:</b>	<b>Application No.</b>	<b>Filing Date:</b>	<b>Status</b>
WAVESMITH NETWORKS	European Union	9	1,798,420	08-Aug-2000	Published
WAVESMITH NETWORKS	Japan	9	2001-56737	21-Jun-2001	Pending
WAVESMITH NETWORKS	US	9	76/027,646	14-Apr-2000	Allowed
WAVESMITH	European Union	9	1,896,638	11-Oct-2000	Published
WAVESMITH	Japan	9	2001-56738	21-Jun-2001	Pending
WAVESMITH	US	9	76/026,911	14-Apr-2000	Allowed
DN2100	US	9	76/277,058	27-Jun-2001	Pending
DN4100	US	9	76/279,154	27-Jun-2001	Pending