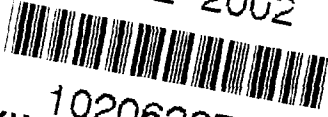


04-22-2002



RECORDATION 102062679 TRADEMARKS ONLINE

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

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

Tab settings ⇔ ⇔ ⇔

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

FINANCE SECTION

1. Name of conveying party(ies):

ConnectCom Microsystems, Inc. 7545 Irvine Center Drive, Suite 100 Irvine, California 92618

4-9-02

- Individual(s) Association General Partnership Limited Partnership

- Corporation-State California Other

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

2. Name and address of receiving party(ies)

Name: Analog Devices, Inc.

Internal Address:

Street Address: One Technology Way

City: Norwood State: MA Zip: 02062

- 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

3. Nature of conveyance:

- Assignment Security Agreement Merger Change of Name

Other

Execution Date: December 14, 2001

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

A. Trademark Application No.(s) 76/164837 76/164836 76/164835

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Michael Bevilacqua, Esquire Internal Address: Hale and Dorr LLP Street Address: 60 State Street City: Boston State: Massachusetts Zip: 02109

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

08-0219

(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.

Michael Bevilacqua, Esquire Name of Person Signing

Signature

March 28, 2002 Date

Hale and Dorr LLP Attorney Reference Number: 029.55.170

Total number of pages including cover sheet, attachments, and document: 12

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

04/19/2002 DBYRNE 00000121 080219 76164837 01 FC:481 40.00 CH 02 FC:482 50.00 CH BOSTON 1390657V1

TRADEMARK REEL: 002487 FRAME: 0270

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 14<sup>th</sup> day of December, 2001 by and between **ConnectCom Microsystems, Inc.**, a California corporation with its principal place of business at 7545 Irvine Center Drive – Suite 100, Irvine, California 92618 ("Grantor"), and **Analog Devices, Inc.**, a Delaware corporation ("Lender").

## RECITALS

**WHEREAS**, Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loans"), pursuant to a certain Convertible Loan and Security Agreement dated as of the date hereof between Grantor and Lender, as amended from time to time (as amended, the "Loan Agreement"). 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 Grantor's assets and property, including, without limitation, the Intellectual Property Collateral (as defined herein); and

**WHEREAS**, Lender is willing to provide the Loans and enter into the Loan Agreement on the condition that the Grantor shall enter into this IP Agreement;

**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, and covenants to Lender 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 Collateral (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, create, acquired or held;

(c) Any and all design rights which may be available to Grantor now ore 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 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 registration 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; and

(i) All amendments, extensions, renewals and extensions 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.

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 nonexclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) During the term of this IP Agreement Grantor will not 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;

(c) 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;

(d) Grantor shall promptly advise Lender of any material adverse change in the composition of the 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;

(e) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best 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 abandonment is appropriate.

(f) 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;

(g) To its knowledge, except for, and upon, the filing 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;

(h) 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.

(i) 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 does not take. 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 maybe reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact

(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, Lender or otherwise from time to time in Lender's discretion, upon Grantor's failure or inability to do so, 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, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending 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.

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 Copyrights, Patents, Trademarks, and Mask Works 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 anyway 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. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor, upon request, all deeds, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may 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, cost and disbursements.

13. Amendments. This IP Agreement maybe 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. CHOICE OF LAW. THIS IP AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS (AND NOT THE LAW OF CONFLICTS) OF THE COMMONWEALTH OF MASSACHUSETTS.

16. CONSENT TO JURISDICTION. THE GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS AND THE UNITED STATES DISTRICT COURT OF MASSACHUSETTS FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS IP AGREEMENT AND THE GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE LENDER TO BRING PROCEEDINGS AGAINST THE GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY THE GRANTOR AGAINST THE LENDER OR ANY AFFILIATE OF THE LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS IP AGREEMENT SHALL BE BROUGHT ONLY IN A COURT IN THE COMMONWEALTH OF MASSACHUSETTS.

17. WAIVER OF JURY TRIAL. THE GRANTOR HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS IP AGREEMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

18. Giving Notice. All notices and other communications provided to any party hereto under this Agreement or any other Loan Document shall be made in accordance with Section 10.5 of the Investment Agreement.

EXECUTED as a seated Instrument under the laws of the Commonwealth of Massachusetts on the day and year first above written.

Grantor: CONNECTCOM MICROSYSTEMS, INC.

By: 

Name: Syed K. Ewam

Title: Chairman & President

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A – ISSUED COPYRIGHTS

No disclosure.

SCHEDULE B – PENDING COPYRIGHT APPLICATIONS

No disclosure.

SCHEDULE C – UNREGISTERED COPYRIGHTS

No disclosure.



## EXHIBIT "B"

## PATENTS

Patent Title	Application Number	Filing Date	Country	Status
Integration and Hold Phase Detector	09/873,766	June 4, 2001	United States	Awaiting action from PTO
Current Mode Phase Detector	09/873,939	June 4, 2001	United States	Awaiting action from PTO
Trigger Circuit	09/873,789	June 4, 2001	United States	Awaiting action from PTO
Two-Stage Multiplier Circuit	09/873,788	June 4, 2001	United States	Awaiting action from PTO
Reset Circuit	09/873,929	June 4, 2001	United States	Awaiting action from PTO
Multiplier Circuit	09/873,760	June 4, 2001	United States	Awaiting action from PTO
Data Transition Identifier	09/873,793	June 4, 2001	United States	Awaiting action from PTO
Transceiver	60/267,366	February 7, 2001	United States	Need to file regular/foreign application before February 7, 2002
Transimpedance Amplifier	60/267,292	February 7, 2001	United States	Need to file regular/foreign application before February 7, 2002
Post Amplifier	60/267,261	February 7, 2001	United States	Need to file regular/foreign application before February 7, 2002
Laser Driver	60/267,168	February 7, 2001	United States	Need to file regular/foreign application before February 7, 2002
Electroabsorption Modulator	60/267,293	February 7, 2001	United States	Need to file regular/foreign application before February 7, 2002
Frame Pattern Detection in an Optical Receiver	09/873,934	June 4, 2001	United States	Awaiting action from PTO
Single to Differential Input Buffer Circuit	09/873,792	June 4, 2001	United States	Awaiting action from PTO
Acquisition Aid Architecture	09/873,950	June 4, 2001	United States	Awaiting action from PTO

Low Voltage Differential Signaling Output Buffer	09/873,936	June 4, 2001	United States	Awaiting action from PTO
Low Frequency Loop-Back in a High-Speed Optical Transceiver	09/873,924	June 4, 2001	United States	Awaiting action from PTO
Phase Frequency Detector	09/873,895	June 4, 2001	United States	Awaiting action from PTO
Phase Alignment of Data to Clock	09/873,750	June 4, 2001	United States	Awaiting action from PTO
Voltage Controlled Oscillator	09/873,906	June 4, 2001	United States	Awaiting action from PTO
System and Method of Digital Tuning a Voltage Controlled Oscillator	09/873,774	June 4, 2001	United States	Awaiting action from PTO
System and Method of Tuning a Voltage Controlled Oscillator	09/873,759	June 4, 2001	United States	Awaiting action from PTO
High-Speed Output Buffer	09/873,783	June 4, 2001	United States	Awaiting action from PTO
High Frequency Network Receiver	PCT/USO1/17962	June 4, 2001	United States	Awaiting PCT search report
High Frequency Network Transmitter	PCT/USO1/18031	June 2, 2001	United States	Awaiting PCT search report
Mixed Mode Transceiver	60/208,899	June 2, 2000	United States	Regular U.S. & PCT Applications filed on June 4, 2001

EXHIBIT "C"

TRADEMARKS

<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Status</b>	<b>Country</b>	<b>First Use Date</b>
ConnectCom	76/164837	November 13, 2000	Pending	United States	March 1, 1999
ConnectCom MicroSystems	76/164836	November 13, 2000	Pending	United States	March 1, 1999
Connect the World	76/164835	November 13, 2000	Pending	United States	March 1, 1999

EXHIBIT "D"

MASKWORKS

No disclosure.