

FORM PTO-1994 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) RECORDATION FORM COVER SHEET TRADEMARKS ONLY 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): Pirus Networks, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Sun Microsystems, Inc., as collateral agent Internal Address: Street Address: 901 San Antonio Road City: Palo Alto State: CA Zip: 94303-4900 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: June 21, 2002

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

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Attached

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: Nancy Bouch, Senior Legal Assistant Internal Address: Wilson Sonsini Goodrich & Rosati 1117-2B P7 Street Address: 650 Page Mill Road City: Palo Alto State: CA Zip: 94303

6. Total number of applications and registrations involved: 6 7. Total fee (37 CFR 3.41): \$ 165.00 [] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 23-2415 (Ref # 2564.370) (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. Nancy Bouch Signature Date: June 28, 2002

Total number of pages including cover sheet, attachments, and document: 6 Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

Recordation From Cover Sheet - continued

4.A Trademark Application numbers

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
N/A	N/A	N/A

SCHEDULE I-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Application Date</u>	<u>Application No.</u>
PIRUS (US)	07/20/00	76/092978
STORAGEXCHANGE	09/12/00	76/126366
STORAGEUTILITY	11/08/00	76/161627
STORAGE UTILITY SWITCH	11/17/00	76/163389
STORFLEX	01/14/02	76/358646
SERVFLEX	01/14/02	76/358610

**GRANT OF SECURITY INTEREST
TRADEMARKS**

THIS GRANT OF SECURITY INTEREST, dated as of June 21, 2002, is executed by Pirus Networks, Inc., a Delaware corporation ("Debtor"), in favor of Sun Microsystems, Inc., a Delaware corporation, as collateral agent for the benefit of the lenders under the Loan Agreement, dated as of June 21, 2002, among Debtor, Secured Party and the other lenders party thereto ("Loan Agreement") ("Secured Party").

A. Reference is made to a Security Agreement, dated as of June 21, 2002 (the "Security Agreement"), by and between Debtor and Secured Party.

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

C. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain the completeness or accuracy of such schedules, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than five (5) business days following the date of such event.

D. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill and the customer lists and records related to the Trademarks, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Secured Party's address is: Sun Microsystems, Inc.
901 San Antonio Road
Palo Alto, CA 94303-4900
Attn: Christine Chua

BY: BOSTON, MA

: 6-26-2 : 9:19AM : HUTCHINS, WHEELER & DIT→

WSOR: # 9
P. 9.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

PIRUS NETWORKS, INC.

By: *John F. Gavin*
Name: John F. Gavin
Title: CFO/Treasurer

SCHEDULE 1-A TO GRANT OF SECURITY INTERESTTRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
N/A	N/A	N/A

SCHEDULE 1-B TO GRANT OF SECURITY INTERESTTRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Application Date</u>	<u>Application No.</u>
PIRUS (US)	07/20/00	76/092978
STORAGEEXCHANGE	09/12/00	76/126366
STORAGEUTILITY	11/08/00	76/161627
STORAGE UTILITY SWITCH	11/17/00	76/163389
STORFLEX	01/14/02	76/358646
SERVFLEX	01/14/02	76-358610