



05-15-2002

Patent & TMO/TM Mail Rpt. Dt. #40

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TRADEMARKS
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DEPARTMENT OF COMMERCE
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.

1. Name of conveying party(ies):

Tasman Networks, Inc.
fka Tiara Network, Inc.

5/15/02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 04/29/02

2. Name and address of receiving party(ies)

Name: Comdisco, Inc.

Internal
Address: _____

Street Address: 6111 North River Road

City: Rosemont State: IL Zip: 60018

- 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

TRADEMARK FEE PROCESS RECEIVED
MAY 5 11:21
PATENT & TRADEMARK OFFICE

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

A. Trademark Application No. 75/534,767
75/534,768

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: Murphy Sheneman Julian & Rogers

Internal Address: Darlene Haun, Legal Asst.

05/23/2002 GTON11 00000258 200052 75534767

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

Street Address: 101 California Street
Suite 3900

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 2

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

DO NOT USE THIS SPACE

9. Signature.

Darlene L. Haun, Legal Assistant
Name of Person Signing

Darlene Haun
Signature

5/13/02

Date

6

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

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

TRADEMARK
REEL: 002512 FRAME: 0405

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

This Amended and Restated Collateral Grant of Security Interest in Patents and Trademarks (this "Agreement") is made on this 29th day of April, 2002, by TIARA NETWORKS, INC., a California corporation ("Grantor"), for the benefit of COMDISCO, INC. ("Grantee").

WHEREAS, Grantor owns an interest in the patents and applications for patents, and is a party to the patent licenses listed on Schedule A;

WHEREAS, Grantor owns an interest in the trademarks and applications for trademarks, and is a party to the trademark licenses listed on Schedule B;

WHEREAS, pursuant to that certain Subordinated Loan and Security Agreement dated as of August 21, 2000, and related Promissory Note(s) (collectively, the "Loan Agreement"), Grantor has granted to Grantee a security interest in all of Grantor's assets, including all right, title and interest of Grantor in, to and under all of its Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for Patents or Trademarks (each as defined in the Loan Agreement), and all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all the Secured Obligations (as defined in the Loan Agreement); and

WHEREAS, Grantor has defaulted in its obligations to Grantee under the Loan Agreement and that certain Master Lease Agreement dated as of May 20, 1998, as amended on July 1, 2000, and related Equipment Schedules (collectively, the "Lease"), and Grantee has agreed to restructure Grantor's obligations under the Loan Agreement and the Lease, upon the terms and conditions set forth in that certain Restructuring Agreement of even date herewith (the "Restructuring Agreement;" all the obligations under the Loan Agreement, the Lease, and the Restructuring Agreement collectively referred to herein as the "Obligations").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of the Obligations, Grantor hereby reaffirms its grant of, and further grants to Grantee a continuing security interest in all of Grantor's 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;

(ii) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule B; and

(iii) all Proceeds of the foregoing.

2. Authorization. Grantor hereby authorizes Grantee to file this Agreement with the U.S. Patent and Trademark Office and take any other actions necessary to enable Grantee to perfect its security interest in the Intellectual Property Collateral. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. Security for Obligations. The security interest in the Intellectual Property Collateral is granted to secure the Obligations under and pursuant to the Loan Agreement and other Loan Documents (as defined in the Loan Agreement), the Lease, and the Restructuring Agreement (collectively, the "Restructure Documents"). Grantor does hereby further

acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Restructure Documents, 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 Restructuring Agreement.

4. Governing Law. This 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 Grantee, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Grantee may reasonably request for the purpose of enabling Grantee to obtain or preserve the full benefits of this Agreement and the Restructure Documents, and of the rights and powers herein and therein granted, including, without limitation, the filing by Grantee 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 by Grantee 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 in any of the Restructure Documents.

6. Grantee's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, subject to the terms of the Restructure Documents, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name against any third parties to enforce Grantee's interests in and to the Intellectual Property Collateral, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, 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 Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses, including reasonable attorneys' fees, incurred by Grantee in the exercise of the foregoing rights. Any recovery from such suits shall be applied by Grantee in the order or priorities set forth in Section 9 of the Loan Agreement.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantor and Grantee.

8. Binding Effect. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

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

Grantor:

TIARA NETWORKS, INC.

Signature: *Paul G. Smith*
Print Name: Paul G. Smith
Title: President

SCHEDULE A

TO AMENDED AND RESTATED COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS BY TIARA NETWORKS, INC. IN FAVOR OF COMDISCO, INC.

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

1. TData Forwarding Method and Apparatus
Serial No 06/076,094
Filed 2/25/98
Now abandoned
2. Data Forwarding Method and Apparatus
Serial No 09/261,470
Filed 2/25/99
This is the Internet Protocol ("IP") Multiplexing patent. It is a method of forwarding IP packets without actually implementing routing. The result is transparent to routers in the network.
3. Transparent Efficient Multicast Handling Through a Non-Multicast Routing
Serial No 09/587,551
Filed 6/1/2000
This is an extension to the IP Multiplexing patent that gives it the ability to handle multicast traffic. It includes Internet Gateway Multicast Protocol ("IGMP") snooping.
4. System and Method for Connecting Geographically Distributed VLANs
Serial No 09/938,474
Filed 8/23/2001
This patent involves the extension of Virtual Local Area Networks ("VLANs") over wide area networks.
5. Apparatus to Defragment Multi-Link Packets At Wire Rate By Delayed M-Progress and BEV Scan
Not filed yet
This is an efficient implementation of a multi-link engine inside a Field Programmable Gate Array (FPGA).

SCHEDULE B

**TO AMENDED AND RESTATED COLLATERAL GRANT OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS BY TIARA NETWORKS, INC. IN FAVOR OF COMDISCO,
INC.**

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

1. Tiara Networks
Filed 8/11/98
Serial Number 75/534,767
2. Tiara Networks (stylized)
Filed 8/11/98
Serial Number 75/534,768