

7-8-2002

07-08-2002



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

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.

<p>1. Name of conveying party(ies): <u>7-8-02</u> NUERA COMMUNICATIONS, INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>SILICON VALLEY BANK</u> Internal Address: <u>MAIL SORT HA155</u> Street Address: <u>3003 TASMAN DRIVE</u> City: <u>SANTA CLARA</u> State: <u>CA</u> Zip: <u>95054</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>DELAWARE</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>06/30/02</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>1636756 1660575</u> <u>1801905 1894869 1937305 2235994</u></p>	<p>B. Trademark Registration No.(s) <u>2287405 2419597</u> <u>75427404</u></p>
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>SILICON VALLEY BANK</u> Internal Address: <u>MAIL SORT HA155</u> Street Address: <u>3003 TASMAN DRIVE</u> City: <u>SANTA CLAR</u> State: <u>CA</u> Zip: <u>95054</u></p>	<p>6. Total number of applications and registrations involved: 9</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>240.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
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DO NOT USE THIS SPACE

9. Signature.

MAGGIE GARCIA
Maggie Garcia
7/3/02

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

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

07/08/2002 6TON11 00000119 1636756

01 FC:481 40.00 OP
 02 FC:482 200.00 OP

TRADEMARK
REEL: 002539 FRAME: 0122

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 30, 2002 by and between SILICON VALLEY BANK ("Bank") and NUERA COMMUNICATIONS, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Collateral.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

NUERA COMMUNICATIONS, INC.

By: Michael Puchast

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: Runningham

Title: Vice President

EXHIBIT A

Copyrights

Grantor has not registered any of its proprietary software or publications for copyright protection. Grantors claims copyrights to its proprietary software and publications in all media forms, including its Web site (www.nuera.com).

EXHIBIT B

Patents

The following sets forth a list of all United States Patents owned by Grantor:

Patent Title	Inventor(s)	Filing Date/ Serial No.	Issue Date/ Patent No.
Adaptive Transform Coder Having Minimal Bit Allocation Procession	Philip J. Wilson	5/26/88 199,360	10/16/90 4,964,166
Speech Specific Adaptive Transform Coder	Philip J. Wilson	5/26/88 199,015	2/5/91 4,991,213
Adaptive Transform Coder Having Long Term Predictor	Philip J. Wilson Harprit Chhatwal	4/18/89 339,991	4/30/91 5,012,517
Methods and Apparatus for Reconstructing Non-Quantized Adaptively Transformed Voice Signals	Philip J. Wilson Harprit Chhatwal	4/18/89 339,809	8/20/91 5,042,069
Adaptive Speech Coder Having Code Excited Linear Prediction	Harprit Chhatwal	8/7/92 07/927,137	10/10/95 5,457,783
Method and Apparatus for Signal Classification Using I/Q Quadrant Histogram	Michael W. Fox David T.K. Wang	6/7/95 08/476,887	11/11/97 5,687,163
Matched Filters for Processing Related Signal Components	Naom Chaplik	12/13/95 08/571,596	4/1/97 5,617,063
Adaptive Speech Coder Having Code Excited Linear Prediction with Multiple Codebook Searches	Harprit Chhatwal	12/7/93 08/163,089	2/10/98 5,717,824

The following sets forth a list of all United States Patent Applications filed by Grantor:

Patent Title	Inventor(s)	Filing Date/ Serial No.	Issue Date/ Patent No.
Method and Apparatus for Coding Modem Signals for Transmission over Voice Networks	Scott McNeill Maroula Bratakos	5/27/99 09/321,351	Pending
Lost Packet Recovery Method and Apparatus for Voice Decoders	Harprit Chhatwal Andrew Linkens	6/7/99 09/326,914	Pending
Method for Tandem Detection and Tandem Tunneling	David T.K. Wang	10/18/99 09/418,439	Pending

EXHIBIT C

Trademarks

The following sets forth a list of all Trademarks that Grantor has registered or applied for in the United States:

<u>Registration #</u>	<u>Trademark</u>	<u>Registration Date</u>
1636756	PCSI	3/5/91
1660575	PCSI AND DESIGN	10/15/91
1801905	CLARITY SERIES	11/2/93
1894869	UBIQUITY	5/23/95
1937305	CLARITY VISION	11/21/95
2235994	NUERA	3/30/99
2287405	NUERA AND DESIGN (Logo)	10/19/99
2419597	ORCA	1/9/01

<u>Application #</u>	<u>Trademark</u>	<u>Filing Date</u>
75427404	NUERAVIEW	2/2/98

EXHIBIT D

Mask Works

Grantor has not registered any Mask Works.