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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.

MRA 7-9-02

1. Name of conveying party(ies):

Cielo Communications, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware 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: as of May 1, 2002

2. Name and address of receiving party(ies)

Name: GATX Ventures, Inc., as agent

Internal Address: Suite 200

Street Address: 3687 Mt. Boulevard

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) 75633843 - February 4, 1999

B. Trademark Registration No.(s) 2460792 - June 19, 2001

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: Attn: Legal Department

Street Address: 16 Munson Road, Fl. 5

City: Farmington State: CT Zip: 06032

6. Total number of applications and registrations involved: X

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

- 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.

John C. Bombara, In-House Counsel for GATX Ventures, Inc. Name of Person Signing

Signature

July 3, 2002

Date

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

07/10/2002 6TON11 00000040 75633843

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

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

TRADEMARK REEL: 002539 FRAME: 0970

RESTRUCTURING AGREEMENT

This RESTRUCTURING AGREEMENT (this "**Agreement**"), dated as of May 1, 2002, is entered into by and among CIELO COMMUNICATIONS, INC., a Delaware corporation ("**Borrower**"), and GATX VENTURES, INC. ("**GV**") and SILICON VALLEY BANK ("**SVB**"). (GV and SVB are sometimes referred to herein collectively as "**Lenders**.")

RECITALS

Borrower hereby stipulates, acknowledges and agrees in favor of Lenders that the following recitals are true, complete and correct:

A. Borrower and Lenders are parties to a certain Loan and Security Agreement dated as of November 10, 2000 (the "**Loan Agreement**") pursuant to which Lenders have provided financing to Borrower (the "**Loans**"). Borrower's obligations to Lenders under the Loan Agreement are secured by valid and enforceable security interests in the Collateral (as defined in the Loan Agreement).

B. Borrower hereby reaffirms, except as amended hereby, Borrower's obligations to Lenders under the Loan Agreement and agrees that it is indebted to Lenders under the terms of the Loan Agreement as of the date hereof without defense or offset of any kind in the total principal amount of \$2,148,670.78 plus interest, costs and expenses, including attorneys' fees (the "**Existing Debt**"); the Existing Debt includes \$1,718,936.62 of principal indebtedness owing to GV (the "**GV Debt**") and \$429,734.16 of principal indebtedness owing to SVB (the "**SVB Debt**") after applying the Prepayment (as defined below), but excluding the May and June Payments (as defined below).

C. Borrower acknowledges and agrees that: (i) the Loan Agreement sets forth the legal, valid, binding and continuing obligations of Borrower to Lenders, (ii) it has no cause of action, claim, defense or set-off against the Lenders in any way regarding or relating to the Loan Agreement or the related documents or Lenders' actions thereunder and to the extent any such cause of action, claim, defense or set-off ever existed, it is waived and Lenders are released from any claims of Borrower, and (iii) the Commitment has expired and Lenders have no obligation to extend any further Loans to Borrower.

D. SVB, on behalf of itself and GV is currently holding an aggregate amount of \$105,089.48 which amount is equal to the regularly scheduled payments due under the Loans for the months of May and June (collectively, the "**May and June Payments**"), and, upon closing of this Restructuring Agreement, SVB shall apply \$22,829.63 of such amounts to pay the interest accrued under the Loans for the months of May and June, 2002 and the balance shall be made available to the Borrower.

E. Borrower has informed Lenders that it is seeking a Sale (as defined below) and that certain current investors of Borrower (the "**Investors**"), in order to permit the Borrower to continue to

“Bridge Bonus”)), Borrower shall pay Lenders an amount (the “Additional Payment”) equal to the lesser of (i) ten (10%) percent of the outstanding principal balance of the Loans at the time of such Sale (“Full Payment Amount”) or (ii) if the proceeds of such sale are insufficient to pay the Bridge Bonus and the Full Payment Amount, an amount equal to Lenders’ pari passu portion of the sum of the Bridge Bonus and the Full Payment Amount. In the event a public company acquires the Borrower or its assets in a transaction that constitutes a Sale, the Additional Payment may be paid in freely-tradeable stock of such acquiror; provided that, if, and only if, the Bridge Bonus is likewise paid in such stock. For the purposes hereof, the value of such stock shall be based on prevailing market prices.

(f) Sections 4.1 and 4.2 of the Loan Agreement are hereby deleted and replaced with the following (and Borrower hereby grants a security interest in all of Borrower’s personal property (as more fully described below) to secure the Obligations):

“4.1 Grant of Security Interest. Borrower grants to Lenders and Agent, on behalf and for the benefit of Lenders, a valid, first priority (subject to Permitted Liens), continuing security interest in all presently existing and hereafter acquired or arising Collateral in order to secure prompt, full and complete payment of any and all Obligations and in order to secure prompt, full and complete performance by Borrower of each of its covenants and duties under each of the Loan Documents. The “Collateral” shall mean and include all right, title, interest, claims and demands of Borrower in and to all personal property of Borrower, including without limitation, all of the Blanket Collateral and the Equipment Collateral. The “Blanket Collateral” shall mean all right, title, interest, claims and demands of Borrower in and to all of the following:

(a) All goods (and embedded computer programs and supporting information included within the definition of “goods” under the Code) and equipment now owned or hereafter acquired, including, without limitation, all laboratory equipment, computer equipment, office equipment, machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

(b) All inventory now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Borrower’s custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and Borrower’s books relating to any of the foregoing;

(c) All contract rights and general intangibles (including Intellectual Property), now owned or hereafter acquired, including, without limitation, goodwill, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, software, computer programs, computer disks, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payment intangibles, commercial tort claims, payments of insurance and rights to payment of any kind;

(d) All now existing and hereafter arising accounts, contract rights, royalties, license rights, license fees and all other forms of obligations owing to Borrower arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Borrower (subject, in each case, to the contractual rights of third parties to require funds received by Borrower to be expended in a particular manner), whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Borrower and Borrower's books relating to any of the foregoing;

(e) All documents, cash, deposit accounts, letters of credit (whether or not the letter of credit is evidenced by a writing), certificates of deposit, instruments, promissory notes, chattel paper (whether tangible or electronic) and investment property, including, without limitation, all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity accounts, and all financial assets held in any securities account or otherwise, wherever located, now owned or hereafter acquired and Borrower's books relating to the foregoing; and

(f) Any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof, including, without limitation, insurance, condemnation, requisition or similar payments and proceeds of the sale or licensing of Intellectual Property.

The "Equipment Collateral" shall mean any and all of the following: All right, title, interest, claims and demands of Borrower in and to each and every item of goods (and embedded computer programs and supporting information included within the definition of "goods" under the Code), equipment, fixtures or personal property, whether now owned or hereafter acquired, together with all substitutions, renewals or replacements of and additions, improvements, accessions, replacement parts and accumulations to any and all of such goods, equipment, fixtures or personal property (collectively, the "Equipment"), together with all proceeds thereof, including, without limitation, insurance, condemnation, requisition or similar payments, and all proceeds from sales, renewals, releases or other dispositions thereof, which is financed with or is designated as "Collateral" for the Obligations on and after the date of this Agreement by designating such goods, equipment, fixtures and personal property on an annex or exhibit to a Loan Agreement Supplement executed by Borrower.

4.2 After-Acquired Property. All Financed Equipment which is financed through Loans and any and all other Property generally described or referred to as Collateral or Financed Equipment which is hereafter acquired by Borrower shall ipso facto, and without any further conveyance, assignment or act on the part of Borrower or Lenders, become and be subject to the security interest herein granted as fully and completely as though specifically described herein. The list of Financed Equipment shall be amended and supplemented on each Funding Date by a Loan Agreement Supplement to incorporate all Financed Equipment financed with the Loan advanced on such Funding Date; provided, however, the failure to so amend and supplement the list of Financed Equipment shall not affect the grant by Borrower to Agent of the security interest in such Financed Equipment pursuant to this Section 4. This Agreement and the other documents in connection herewith may be otherwise supplemented and amended from time to time, as required by Lenders, to reflect additional Collateral to be subject to the