

Form PTO-1594 (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

Tab settings → ↩ ↪ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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


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| <p>1. Name of conveying party(ies): <u>ST. PAUL VENTURE CAPITAL VI, LLC</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></p> | <p>2. Name and address of receiving party(ies) Name: <u>MAHI NETWORKS, INC.</u> Internal _____ Address: _____</p> <p>Street Address: <u>1039 N. McDowell Boulevard</u> City: <u>Petaluma</u> State: <u>CA</u> Zip: <u>94954</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> |
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| <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Termination & Release of Security Interest recorded at Reel/Frame: <u>002540/0114</u> Execution Date: <u>August 29, 2002</u></p> | <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input 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</small></p> |
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|--|--|
| <p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) (see attached)</p> | <p>B. Trademark Registration No.(s) (none)</p> |
| Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |

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| <p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Nancy Bouch, Senior Legal Assistant</u> Internal Address: <u>Wilson Sonsini Goodrich & Rosati</u> <u>1117- 2 B</u></p> <p>Street Address: <u>650 Page Mill Road</u></p> <p>City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94954</u></p> | <p>6. Total number of applications and registrations involved: 11</p> <p>7. Total fee (37 CFR 3.41). \$ <u>290</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>23-2415</u> (Ref. #23817.000)</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p> |
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| <p>9. Statement and signature. <i>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.</i></p> | | |
| <p><u>Nancy Bouch</u> Name of Person Signing</p> | <p> Signature</p> | <p><u>November 20, 2002</u> Date</p> |
| Total number of pages including cover sheet, attachments, and document: 8 | | |

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Continuation of Recordation Form Cover Sheet – **TRADEMARKS**

1. Name of conveying parties:

RHO VENTURES IV (QP), L. P., a Delaware corporation

4. A. Trademark Application numbers:

76222801

76222726

76209928

76209927

76209926

75927808

75927801

75927543

78114395

76222866

76222767

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY**

MAHI NETWORKS, INC.

This Termination and Release of Trademark Security, dated effective as of August 29, 2002, by **ST. PAUL VENTURE CAPITAL VI, LLC**, a Delaware limited liability company, and **RHO VENTURES IV (QP), L.P.**, a Delaware limited partnership (collectively, the "Secured Parties"), jointly acting as co-agents on behalf of the Lenders (as such term is defined in the Security Agreement) is executed by the Secured Parties, on behalf of the Lenders and themselves, in favor of **MAHI NETWORKS, INC.** (the "Company").

WHEREAS, in connection with the issuance of certain secured convertible promissory notes, the Company and the Secured Parties, on behalf of the Lenders and themselves, entered into an Intellectual Property Security Agreement, dated as of June 7, 2002 (the "Security Agreement"), which Security Agreement was recorded with the United States Patent and Trademark Office at Reel 002540, Frame 0114, for the purpose of securing payment and performance of the Obligations (as defined by the Security Agreement):

WHEREAS, pursuant to the Security Agreement, the Company pledged and assigned to, and granted to the Secured Parties, for the benefit of the Lenders and the Secured Parties, a security interest, with power of sale to the extent permitted by law, the Company's entire right, title and interest in and to the Trademarks (as defined in the Security Agreement), including without limitation the Trademarks identified on Schedule A attached hereto; and

WHEREAS, the Secured Parties and the Lenders have agreed to terminate and release their security interest in the Trademarks as herein provided:

NOW, THEREFORE, for valuable consideration the Secured Parties, on behalf of the Lenders and themselves, hereby terminate and release their security interest in the Trademarks, including without limitation the Trademarks identified on Schedule A attached hereto, and the Secured Parties, on behalf of the Lenders and themselves, hereby assign and transfer to the Company, without representations, warranty or recourse (other than a warranty that Secured Parties and Lenders have not assigned or transferred their right, title and interest in and to the Trademarks to any other person or entity), all the Secured Parties' and Lenders' right, title and interest in and to the Trademarks, including without limitation the Trademarks listed on Schedule A attached hereto, effective as of the date set forth above. Secured Parties, on behalf of the Lenders and themselves, will execute such further documents as deemed reasonably necessary by Company to confirm and effect this termination and release.

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ST PAUL VENTURE CAP Fax:952-995-7475

Nov 13 2002 13:14 P.04

IN WITNESS WHEREOF, the parties hereto have executed this Termination and Release of Trademark Security effective as of the date and year first above written.

ST. PAUL VENTURE CAPITAL VI, LLC,
on behalf of itself and the Lenders

By: SPVC Management VI, LLC,
Its: Managing Member

By: Michael Conway

Name: MICHAEL CONWAY

Its: Managing Director

RHO VENTURES IV (QP), L.P.,
on behalf of itself and the Lenders

By: Rho Management Ventures IV, L.L.C.,
General Partner

By: _____

Name: _____

Title: _____

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RHO MANAGEMENT

NO. 1079 P. 3

IN WITNESS WHEREOF, the parties hereto have executed this Termination and Release of Trademark Security effective as of the date and year first above written.

ST. PAUL VENTURE CAPITAL VI, LLC,
on behalf of itself and the Lenders

By: SPVC Management VI, LLC,
Its: Managing Member

By: _____

Name: _____

Its: Managing Director

RHO VENTURES IV (QP), L.P.,
on behalf of itself and the Lenders

By: Rho Management Ventures IV, L.L.C.,
General Partner

By: _____

Name: Joshua Ruchs

Title: Managing Member

SCHEDULE A**UNITED STATES TRADEMARKS & TRADEMARK APPLICATIONS**

| <u>Trademark</u> | <u>Serial Number</u> | <u>Filing Date</u> |
|---|----------------------|--------------------|
| ZDM | 76222801 | 3/9/2001 |
| MI7 LX2 | 76222726 | 3/8/2001 |
| MI7 X | 76209928 | 2/10/2001 |
| MIQOS | 76209927 | 2/10/2001 |
| MI7 | 76209926 | 2/10/2001 |
| THE POWER OF OPTICS | 75927808 | 2/25/2000 |
| MAHINETWORKS & design | 75927801 | 2/25/2000 |
| MAHI | 75927543 | 2/25/2000 |
| MISSION 7 | 78114395 | 3/12/2002 |
| ZERO DISRUPTION MIGRATION | 76222866 | 3/9/2001 |
| EMPOWERING CARRIERS WITH INTELLIGENT OPTICS | 76222767 | 3/9/2001 |