

09-13-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼



102220310

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):
SWITCHPOINT NETWORKS, INC.
(a Delaware corporation) *9-10-02*

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

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

2. Name and address of receiving party(ies)
Name: OMNINET CAPITAL LLC, as Agent
Internal Address: _____
Street Address: 9420 Wilshire Blvd., Suite 400
City: Beverly Hills State: CA Zip: 90212

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other limited liability company (California)

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 06/19/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/479454,
75/894248, 76/316316, 76/206440

B. Trademark Registration No.(s) 2367497,
2475323, 1927980

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Sidley Austin Brown & Wood LLP
Internal Address: Kim Bernstein
Street Address: 555 W. Fifth Street, 40th FL
City: Los Angeles State: CA Zip: 90013

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

FINANCE SECTION
2002 SEP 10 PM 1:13

DO NOT USE THIS SPACE

9. Signature.
Kim Bernstein *Kim Bernstein* *Sept. 10, 2002*
Name of Person Signing Signature Date

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

09/13/2002 LNUELLER 00000048 75479454

01 FC:481
02 FC:482

40.00 09
200.00 09

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

Trademark Recordation Form Cover Sheet - Page 1 of 2

TRADEMARK
REEL: 002581 FRAME: 0204

**Attachment
to
Trademark Recordation Form Cover Sheet**

Continuation of Item No. 4A:

Trademark Application No.(s)

76/206169

76/217356

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, ("**Trademark Security Agreement**"), dated as of June 19, 2002, by SWITCHPOINT NETWORKS, INC., a Delaware corporation ("**Grantor**") in favor of OMNINET CAPITAL LLC, as collateral agent ("**Agent**") for the benefit of the Secured Parties (as defined in that certain Security Agreement dated as of September 28, 2001) ("**Security Agreement**").

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent for the benefit of Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Grant Of Security Interest In Trademark Collateral. Grantor hereby grants to Agent for the benefit of Secured Parties a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all of the trademarks, service marks, trademark applications, service mark applications, and common law trademark rights owned by Grantor ("**Trademarks**") including related foreign applications and Trademark licenses to which Grantor is a party ("**Trademark Licenses**"), including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark License.

2. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent for the benefit of Secured Parties pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the continuing security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

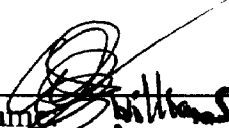
3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that on the date hereof (a) Schedule I hereto accurately and completely lists all of the Trademarks in which Grantor holds any right, title or interest and (b) Grantor holds all right, title and interest to such Trademarks.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SWITCHPOINT NETWORKS, INC,
a Delaware corporation

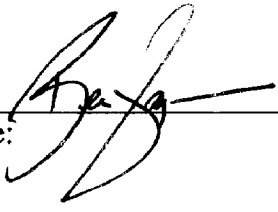
By:


Name: William S. Benson, Jr.
Title: Pres. & CEO

ACCEPTED AND ACKNOWLEDGED BY:

OMNINET CAPITAL LLC,
as Agent for the benefit of Secured Parties

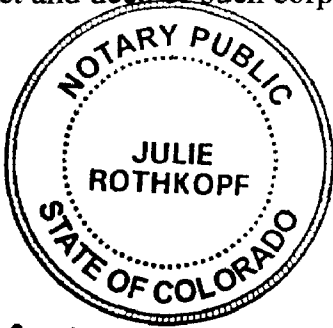
By:


Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 19th day of June, 2002, before me, Julie Rothkopf, personally appeared William S. Beans, Jr., to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument on behalf of Grantor, who being by me duly sworn did depose and say that such person is an authorized officer of said corporation, that the said instrument was signed on behalf of such person of said corporation authorized by its Board of Directors and that such person acknowledged said instrument to be the free act and deed of such corporation.



My Commission Expires June 7, 2005

J. Rothkopf

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARKS

FILE NO. Billing No.	TITLE	Filing Date Serial No.	REGISTRATION INFORMATION
2729.3.1	AirSwitch	05/05/1998 75/479,574	Registration No. 2,367,497 Registration Date: July 18, 2000
2729.3.2	Network Neighborhood	05/05/1998 75/479,454	
2729.3.4	The Future of the Internet		Registration No. 2,475,323 Issued August 7, 2001
2729.3.6	Speed is Everything SM	01/11/2000 75/894,248	
2729.3.6.1	Speed is Everything TM	09/24/01 76/316,316	
2729.3.8	DSDN	02/07/2001 76/206,440	Received Notice of Publication from USPTO Forwarded Notice to client 7/5/02
2729.3.9	Digital Switched Data Network		Common law rights based on usage
2729.3.10	SwitchPoint SM	02/07/2001 76/206,169	
2729.3.13	Switch To The Future	02/28/2001 76/217,356	
2729.3.14	Switch-On House		Common law rights based on usage
2729.3.15	SWITCHPOINT		Registration No. 1,927,980 Registration Date Oct. 7, 1995
Trademark License	Non-exclusive license to SwitchPoint's IP rights in M1000 aerial enclosure invention	CableTek Wiring Products, Inc.	Signed November 11, 2001

**Attachment
to
Trademark Recordation Form Cover Sheet**

Continuation of Item No. 4A:

Trademark Application No.(s)

76/206169

76/217356